

SERFF Tracking Number: GEFA-125813967 State: Arkansas  
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 40257  
Company Tracking Number: MP7175 07/08  
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium  
Product Name: Group Flexible Premium Variable Deferred Annuity (MP7175 07/08, P7175 07/08, P5408 07/08)  
Project Name/Number: Group GLWB/MP7175 07/08, et al

## Filing at a Glance

Company: Genworth Life and Annuity Insurance Company

Product Name: Group Flexible Premium SERFF Tr Num: GEFA-125813967 State: ArkansasLH

Variable Deferred Annuity (MP7175 07/08,  
P7175 07/08, P5408 07/08)

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed

State Tr Num: 40257

Sub-TOI: A03G.002 Flexible Premium

Co Tr Num: MP7175 07/08

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Ronald Jackson

Disposition Date: 09/30/2008

Date Submitted: 09/16/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Group GLWB

Status of Filing in Domicile: Pending

Project Number: MP7175 07/08, et al

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Submitted to  
Virginia, our state of domicile, on September  
12, 2008.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 09/30/2008

State Status Changed: 09/30/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Genworth Life and Annuity Insurance Company

NAIC Group 350, Company 65536

MP7175 07/08, Group Flexible Premium Variable Deferred Annuity Contract

P7175 07/08, Group Guaranteed Lifetime Withdrawal Certificate

P5408 07/08, Withdrawal Start Date Step-Up Endorsement

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We are submitting these forms for your review and approval. These forms are new. They will replace forms MP7175 12/07, P7175 12/07 and P5408 03/08, respectively, which were all approved on 04/18/08 (file # 38640). The differences in the previous version of these forms and those included in this submission include:

- 1) Moved "Corrective Distribution Adjustment" protocol from Contract body to Contract Data Pages. Language and protocol remain the same.
- 2) Removed all references to "Joint Recipient Charge" as the Contract will not allow. This was a placeholder in case Actuarial to comfortable with allowing.
- 3) Revised the following definitions: Annuity, Certificate, Joint Recipient, Withdrawal Start Date, and Withdrawal Year.
- 4) Changed birthday calculations from "next " Valuation Day to "previous" Valuation Day. No additional risk assumed.
- 5) Removed "We reserve the right to refuse a Purchase Payment if the source of such Purchase Payment is a Pre-Election Withdrawal taken within [90] days of such Purchase Payment." from the PRE-WITHDRAWAL START DATE PHASE section of the Contract.
- 6) Revised "Corrective Distribution Withdrawals" language (p. 9). See #1 above.
- 7) Added language to account for a leap year in "Calculation of Guaranteed Lifetime Withdrawal Amount on a Withdrawal Start Date" calculation (p. 11).
- 8) Revised "Required Minimum Distribution" language (p. 10). The language in the original filing did not align with our practice, which hasn't changed.
- 9) Revised Post-Withdrawal Start Date QDRO language to reflect appropriate treatment and added clarification of Guaranteed Lifetime Withdrawal Factor in effect on date of transfer (p. 11).
- 10) Separated Contract Suspension and Contract Termination sections into two sections (p. 18-19).

We hereby certify the previous version of these forms have not been issued in your state.

This product is a group deferred variable annuity master contract for non-registered qualified Plans that will be marketed to Plan Sponsors for the benefit of their employees. The contract will be issued to an owner who is either a sponsor or trustee of a retirement or eligible deferred compensation plans other than a plan described under §408 of the Internal Revenue Code (IRC). The contract allows the participant of the Plan to accumulate funds based on the investment experience of the assets in the separate account. The available investment options are listed on the data pages, and all charges are described in the contract.

MP7175 07/08 is a non-registered group flexible premium deferred variable annuity contract that provides guaranteed

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lifetime withdrawal benefits to qualifying participants.

P7175 07/08 is the group guaranteed lifetime withdrawal certificate that will be issued to participating individuals when the participant elects to begin withdrawals. The data pages of the certificate will indicate the participant's benefits.

P5408 07/08 is the withdrawal start date step-up endorsement that provides for an increase to the guaranteed lifetime income amount on the withdrawal start date, subject to market performance. This endorsement can be added after issue. This endorsement may be used with annuity contract approved by your state.

These forms are exempt from readability requirements as they serve as a deferred compensation plan.

Bracketed items appear in the contract, application, certificate and endorsement. Certain bracketed items in the forms are subject to negotiation between the contract owner and the Company. A certification of variability is included to clarify and provide ranges for all the bracketed items.

Licensed agents and brokers will market this product to Plan Sponsors for the benefit of their employees under a retirement or eligible deferred compensation plan described under §401(a) and §457(b) of the IRC.

If there are any questions, please contact me using the information provided below.

Sincerely,

Ronald N. Jackson, Sr. Contract Analyst  
Email: [ronald.jackson@genworth.com](mailto:ronald.jackson@genworth.com)  
Phone: (804) 289-6725; Fax: (804) 281-6916

## Company and Contact

### Filing Contact Information

Ronald N. Jackson, Contract Analyst	<a href="mailto:ronald.jackson@genworth.com">ronald.jackson@genworth.com</a>
Product Compliance	(804) 289-6725 [Phone]
Richmond, VA 23261-7601	(804) 281-6916[FAX]

*SERFF Tracking Number:*      *GEFA-125813967*      *State:*      *Arkansas*  
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*Project Name/Number:*      *Group GLWB/MP7175 07/08, et al*

**Filing Company Information**

Genworth Life and Annuity Insurance Company	CoCode: 65536	State of Domicile: Virginia
6620 W Broad Street	Group Code: 350	Company Type: LifeHealth & Annuity
Richmond, VA 23230	Group Name:	State ID Number:
(804) 281-6600 ext. [Phone]	FEIN Number: 54-0283385	
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50 per filing.  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Genworth Life and Annuity Insurance Company	\$50.00	09/16/2008	22539176

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	09/30/2008	09/30/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Group Flexible Premium Variable Deferred Annuity Contract	Form	Ronald Jackson	09/17/2008	09/17/2008
Group Guaranteed Lifetime Withdrawal Certificate	Form	Ronald Jackson	09/17/2008	09/17/2008

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## **Disposition**

Disposition Date: 09/30/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Variability Certification		Yes
Form (revised)	Group Flexible Premium Variable		Yes
	Deferred Annuity Contract		
Form	Group Flexible Premium Variable	Withdrawn	Yes
	Deferred Annuity Contract		
Form (revised)	Group Guaranteed Lifetime Withdrawal		Yes
	Certificate		
Form	Group Guaranteed Lifetime Withdrawal	Withdrawn	Yes
	Certificate		
Form	Withdrawal Start Date Step-Up		Yes
	Endorsement		



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## Amendment Letter

Amendment Date:

Submitted Date: 09/17/2008

### Comments:

We have made a correction to the Annuity definition and attaching the updated forms.

### Changed Items:

#### Form Schedule Item Changes:

#### Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
MP7175 07/08	Policy/Contract/Fraternal Certificate	Group Flexible Premium Variable Deferred Annuity Contract	Revised		38640	MP7175 12/07	0	MP7175_0708.pdf

#### Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
P7175 07/08	Certificate	Group Guaranteed Lifetime Withdrawal Certificate	Revised		38640	P7175 12/07	0	P7175_0708.pdf

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## Form Schedule

**Lead Form Number:** MP7175 07/08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	MP7175 07/08	Policy/Cont	Group Flexible ract/Fratern Premium Variable al Deferred Annuity Certificate Contract	Revised	Replaced Form #: MP7175 12/07 Previous Filing #: 38640	0	MP7175_0708.pdf
	P7175 07/08	Certificate	Group Guaranteed Lifetime Withdrawal Certificate	Revised	Replaced Form #: P7175 12/07 Previous Filing #: 38640	0	P7175_0708.pdf
	P5408 07/08	Policy/Cont	Withdrawal Start ract/Fratern Date Step-Up al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: P5408 03/08 Previous Filing #: 38640	0	P5408_0708.pdf


# GROUP FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY CONTRACT

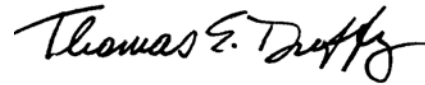
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**Please read your Contract carefully.** This Contract is a legal contract between the Contract Owner ("you" or "your") and Genworth Life and Annuity Insurance Company (the "Company," "we," "us" or "our"). We agree to provide guaranteed lifetime withdrawals, subject to Contract provisions.

**CONTRACT VALUE WILL DEPEND ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT. THE VALUE IN THE SEPARATE ACCOUNT MAY INCREASE OR DECREASE DAILY AND IS NOT GUARANTEED AS TO DOLLAR AMOUNT.**

For Genworth Life and Annuity Insurance Company,

[   
PAMELA S. SCHUTZ]  
PRESIDENT

[   
THOMAS E. DUFFY]  
SECRETARY

## GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

**GROUP FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY CONTRACT  
ALLOCATED GUARANTEED RETIREMENT INCOME ANNUITY  
NONPARTICIPATING STOCK COMPANY  
CUSTOMER SERVICE TELEPHONE [(866) 360-4015]  
HOME OFFICE:  
[6610 WEST BROAD STREET, RICHMOND, VIRGINIA 23230]  
ADMINISTRATIVE OFFICE:  
[PO BOX 27601, RICHMOND, VIRGINIA 23286-8786]**

## Data Pages

Contract Number: [0000000000]

Contract Date: [March 1, 2008]

Contract Owner: [ABC Corporation Pension Plan]

Issued In: [Anywhere, USA and Governed by its Laws]

Plan Sponsor: [ABC Corporation]

Plan: [ABC Corporation Pension Plan]

Enrollment Age: [50]

Guaranteed Lifetime  
Withdrawal Age: [55]

Guaranteed Lifetime  
Withdrawal Factor: [5%]

Adjustment Factor:	<u>Age at Withdrawal Start Date</u>	<u>Adjustment Factor</u>
	Greater than or equal to [65	1.0]
	[On or between 59½ – 64	0.9]
	[On or between 55 – one day prior to 59½	0.8]

Joint Recipient's Minimum  
Age Limit: [Spousal Joint Recipient – None]  
[Non-spousal Joint Recipient – Participant's Age minus 10 years]

Joint Annuitant's Minimum  
Age Limit: [Spousal Joint Annuitant – None]  
[Non-spousal Joint Annuitant – Annuitant's Age minus 10 years]

Maximum Purchase Payments: [Per Participant, we will accept each month:  
(a) the greater of 2.0% of Participant account balance in the Plan; or  
(b) all Purchase Payments credited for that month]

Corrective Distribution  
Adjustment: [If the Pre-Election Withdrawal is treated as a corrective distribution under the Code, the Guaranteed Lifetime Withdrawal Amount will be adjusted for that Participant by canceling any Guaranteed Lifetime Withdrawal Amount attributable to the excess contribution. Otherwise, if the Pre-Election Withdrawal is made after the period allowed for corrective distributions and is taxed as a withdrawal from the Plan, it will be treated as a *Pre-Election Withdrawal* under the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision.]

IF YOU HAVE A QUESTION, WOULD LIKE TO OBTAIN INFORMATION ABOUT THIS CONTRACT, OR NEED ASSISTANCE RESOLVING A COMPLAINT, PLEASE CALL OUR ADMINISTRATIVE OFFICE TOLL FREE AT [(866) 360-4015].

## Data Pages

Contract Number: [0000000000]

Contract Amendment Events: [None]

Contract Suspension Events: [Occurs when a Portfolio which has Contract Value or to which Participant Contract Value has been applied to:

- (a) fails to adhere to its respective investment guidelines as provided to us and/or as stated in a Portfolio's prospectus on the Contract date; or
- (b) fails, in six of eight consecutive quarters, to meet each of the following performance benchmarks determined at Portfolio net asset value; a rolling three (3) and a rolling five (5) year annualized rate of return, minus .50%, of a 60% S&P 500 / 40% Lehman Aggregate Bond Index. Notwithstanding the foregoing, these performance benchmarks are not applicable if a Portfolio's absolute annualized performance for the three and five year period exceeds 10%.
- (c) Contract Suspension will be deemed to be cured if the Contract Owner within 30 business days substitutes a Portfolio(s) for the Portfolio which caused the Contract Suspension Event to occur.]

[The Company's election to suspend the Contract.]

Contract Termination Events: [Failure to cure a Contract Suspension Event, other than the Company's unilateral election to suspend the Contract, to the satisfaction to the Company.]

Separate Account: [Genworth Life & Annuity Group VA Separate Account 2]

Effective: [01/01/06]  
Subaccounts

[GEI Total Return Fund – Class 2]

Are Invested In  
*[GE Investments Funds, Inc.]*  
 [Total Return Fund – Class 2]

Asset Charge: [0.80% Annually (0.002201% Daily)]

Service Charge: [0.15% Annually (0.000411% Daily)]

Administration Charge: [\$0]

Contract Charge: [\$0]

Contract Termination Charge:	[Number of Completed Contract Years Before Termination]	[Charge as a Percentage of Maximum Contract Value Within the 12-month Period Prior to the Termination Date]
	[less than 1]	[5.0]
	[1 but less than 2]	[5.0]
	[2 but less than 3]	[4.0]
	[3 but less than 4]	[3.0]
	[4 but less than 5]	[2.5]
	[5 but less than 6]	[2.0]
	[6 but less than 7]	[1.0]
	[thereafter]	[0.0]

## Data Pages

Contract Number: [0000000000]

Maximum Transfer Charge: [\$25]

Portfolio Redemption Charge: [Each Portfolio may impose a redemption charge which it retains.]

Contract Redemption Charge: [We may impose a [1.0%] Contract redemption charge for withdrawals from a Participant Account attributable to Purchase Payments that have not been held in such Participant Account for at least [90] days.]

## Annuity Rates

The annual payment rate is based on the [Annuity 2000 Female Mortality Table], using an interest rate of [1.0%].

[Qualified Joint and 50% Survivor, Life Annuity  
Annual payment rates for each \$1,000 of Premium]

Annuitant Age	Joint Annuitant Age								
	60	65	70	75	80	85	90	95	100
60	38.58	39.74	40.61	41.20	41.57	41.79	41.90	41.96	41.99
65	42.61	44.50	46.08	47.25	48.03	48.49	48.74	48.87	48.94
70	47.07	49.95	52.62	54.84	56.45	57.48	58.06	58.36	58.54
75	51.93	56.04	60.24	64.15	67.35	69.60	70.98	71.74	72.19
80	57.02	62.50	68.59	74.93	80.77	85.42	88.56	90.44	91.65
85	62.04	68.93	77.12	86.43	96.05	104.73	111.31	115.66	118.72
90	66.47	74.67	84.86	97.25	111.26	125.40	137.41	146.16	152.95
95	69.92	79.18	91.03	106.11	124.32	144.35	163.05	177.90	190.44
100	72.90	83.11	96.45	114.02	136.39	162.90	189.99	213.45	235.12

Rates for ages and other Joint percentage survivorship income not shown will be furnished upon request.]

[ENDORSEMENT(S)/RIDER(S):

Form Number

Title

Effective Date

Form XXXX

Endorsement XXX

XX/XX/XXXX]

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Copies of any riders and endorsements follow page 22.

## DEFINITIONS

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**Administrative Office** – Our Administrative Office that is located at the address shown on the Contract cover page.

**Age** – On any date, Age as of the last birthday.

**Alternate Payee** – An Alternate Payee under a qualified domestic relations order. If a Participant Account is established for an Alternate Payee, the Alternate Payee is treated as a Participant for purposes of this Contract.

**Annuitant** – A person whose Age determines the distribution amount under an Annuity.

**Annuity** – Distributions to be made in the form of a series of payments as determined under the terms of this Contract that are not made from a Participant Account or a Participant Withdrawal Account.

**Annuity Certificate** – The document issued to a Participant who selects an optional form of payment describing the Annuity income payments and the Participant's rights and obligations with respect to an Annuity.

**Beneficiary** – The person or entity entitled to receive any remaining Participant Withdrawal Account Value upon the death of the Participant and, if applicable, Joint Recipient.

**Certificate** – The document issued at a Withdrawal Start Date describing rights and obligations with respect to the interest in a Participant Withdrawal Account.

**Certificate Owner** – The person or entity named on the data page of a Certificate or Annuity Certificate.

**Code** – The Internal Revenue Code of 1986, as amended.

**Company** – Genworth Life and Annuity Insurance Company (also referred to as “we”, “us” or “our”).

**Contract** – This group flexible premium variable deferred annuity Contract with any attached riders, endorsements and Certificate or Annuity Certificate forms.

**Contract Date** – The date the Contract is issued and becomes effective. The Contract Date is shown on the Data Pages. It is used to determine Contract years and anniversaries.

**Contract Owner** – The Contract Owner shown on the Data Pages. The Contract Owner may exercise all of the rights and privileges under the Contract. All ownership rights with respect to any issued Certificate or Annuity Certificate shall belong to the Participant (or Joint Recipient or Joint Annuitant, as appropriate) as may be designated under the terms of the Certificate or Annuity Certificate or determined through the operation of law. “You” or “your” refers to the Contract Owner.

**Contract Value** – The amount equal to the sum of all values allocated to each Subaccount. Contract Value excludes values applied to an Annuity.

**Excess Withdrawal** – A Post-Election Withdrawal or portion thereof, that when added to all other Post-Election Withdrawals in a Withdrawal Year exceeds the Guaranteed Lifetime Withdrawal Amount.

**Fund** – Any open-end management investment company or unit investment trust in which the Separate Account invests.

**Guaranteed Lifetime Withdrawal Amount** – The total amount we guarantee that a Participant, and any Joint Recipient, may withdraw from Participant Contract Value in a Withdrawal Year without reducing the Guaranteed Lifetime Withdrawal Amount for later years.

**Guaranteed Lifetime Withdrawal Factor** – A factor as shown on the Data Pages used in the calculation of the Guaranteed Lifetime Withdrawal Amount.

**Joint Annuitant** – The person whose Age, together with the Annuitant’s Age, determines the distribution amount under a joint and survivor Annuity.

**Joint Recipient** – A person named to succeed to the rights with respect to a Participant under a Certificate and who must be a Plan beneficiary.

**Participant** – A person who participates in the Plan including anyone who derives an interest as an Alternate Payee or spousal Plan beneficiary.

**Participant Account** – The portion of Participant Contract Value allocated by you to a Participant’s individual account under the Plan that is not allocated to any Participant Withdrawal Account.

**Participant Account Value** – As of any Valuation Day the value in a Participant Account.



**Participant Contract Value** – The portion of the Contract Value allocated by you to a Participant's individual account under the Plan. Participant Contract Value refers to the values attributable to a Participant Account and any Participant Withdrawal Account(s).

**Participant Withdrawal Account** – The account which receives the amount transferred from a Participant Account to commence the distribution of Post-Election Withdrawals. Thereafter, the Participant Withdrawal Account will be adjusted to reflect any withdrawals, investment gains, investment losses and any applicable Contract charges.

**Participant Withdrawal Account Value** – As of any Valuation Day the value in a Participant Withdrawal Account.

**Plan** – The qualified plan shown on the Data Pages. This Contract is issued as a funding vehicle for the Plan. The Plan is not part of this Contract.

**Plan Sponsor** – Any employer, employee organization, association, committee or joint board of trustees authorized to enter into this Contract on behalf of the Plan.

**Post-Election Withdrawal** – A gross amount withdrawn from a Participant Withdrawal Account pursuant to this Contract, before any reduction for taxes withheld, redemption fees, or any applicable premium taxes or transfer charges, made on behalf of a Participant on or after a Withdrawal Start Date.

**Portfolio** – A division of a Fund, the assets of which are separate from other Portfolios that may be available in the Fund. Each Portfolio has its own investment objective. Not all Portfolios may be available in all Plans.

**Pre-Election Withdrawal** – A gross amount withdrawn from a Participant Account pursuant to this Contract, before any reduction for taxes withheld, redemption fees, or any applicable premium taxes or transfer charges, made on behalf of a Participant prior to a Withdrawal Start Date.

**Premium** – An amount used to purchase an Annuity.

**Purchase Payment** – A payment received by us and applied to this Contract. All payments must be received in United States dollars.

**Separate Account** – Our segregated asset account as shown on the Data Pages.

**Subaccount** – A Subaccount of the Separate Account, the assets of which are invested exclusively in a corresponding Portfolio.

**Surrender Value** – The Contract Value less the sum of all Participant Withdrawal Account Values on the date the Contract terminates less any applicable taxes or charges. The following taxes and charges may apply: (i) contract charge; (ii) administration charge; (iii) premium tax and (iv) contract termination charge. If the termination date is not a Valuation Day, the Contract Value as of the next Valuation Day will be used in calculating the Surrender Value.

**Valuation Day** – For each Subaccount, each day on which the New York Stock Exchange is open for regular trading, except for days that the Subaccount's corresponding Portfolio does not value its shares. Requests for transactions received on a Valuation Day will be considered to be received on that same Valuation Day or on the next Valuation Day, as determined in accordance with the following procedures. For each Subaccount on each Valuation Day, we process transaction orders for that Subaccount and submit the order to the Portfolio in which the Subaccount invests. In accordance with applicable regulations, each Portfolio establishes a cut-off time by which the Portfolio must receive an order for it to receive the Portfolio's next-calculated net asset value per share. This time is disclosed in each Portfolio's prospectus or declaration of trust and may change from time to time. We have established a cut-off time for each Subaccount by which we must have received a transaction order for it to receive the next-calculated unit value that is based on the next-calculated net asset value per share of the corresponding Portfolio. We set the Subaccount's cut-off time far enough in advance of the corresponding Portfolio's cut-off time to reasonably permit us to process transaction orders and submit the orders to the Portfolio by its cut-off times. There can be no assurance that we will be able to process orders in time for the orders to receive the next-calculated unit value based on the next-calculated net asset value per share of the corresponding Portfolio on every Valuation Day. We may change our cut-off times periodically. All requests for transactions that we receive for a Subaccount after the Subaccount's cut-off time in effect for a Valuation Day will be considered to be received on the next Valuation Day.

**Valuation Period** – A period that starts at the close of regular trading on the New York Stock Exchange on any Valuation Day and ends at the close of regular trading on the next succeeding Valuation Day.

**Valuation Unit** – A unit of measure used in calculating Contract Value.

**Withdrawal Start Date** – The Valuation Day on which we receive written notice of a Participant election to begin Post-Election Withdrawals.

**Withdrawal Year** – The first Withdrawal Year is the period of time beginning on the Withdrawal Start Date and ending on the day prior to the Participant's next birthday. Subsequent Withdrawal Years are the one-year periods beginning on each birthday.

## **GENERAL FEATURES**

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This Contract provides for the purchase of Guaranteed Lifetime Withdrawal Amounts for the benefit of Participants. Investment experience in a Subaccount(s) will not cause a Guaranteed Lifetime Withdrawal Amount to decrease.

Subject to Plan rules, a Participant has access to Participant Contract Value at any time. However, certain types of withdrawals from Participant Contract Value may cause the Guaranteed Lifetime Withdrawal Amount to decrease.

After a Withdrawal Start Date, if Participant Withdrawal Account Value is less than the Guaranteed Lifetime Withdrawal Amount, we will use the Participant Withdrawal Account Value to purchase a lifetime Annuity on behalf of the Participant. The annual payment amount will be equal to the then current Guaranteed Lifetime Withdrawal Amount.

## PRE-WITHDRAWAL START DATE PHASE

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When you make Purchase Payments you determine how to allocate those amounts to Participant Accounts for the benefit of Participants who have attained the enrollment age as shown on the Data Pages.

### **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date**

*Initial Purchase Payment:* upon establishing a Participant Account with an initial Purchase Payment, the initial Guaranteed Lifetime Withdrawal Amount equals (a) multiplied by (b), where:

- (a) is the initial Purchase Payment; and
- (b) is the Guaranteed Lifetime Withdrawal Factor.

*Subsequent Purchase Payment:* upon each subsequent Purchase Payment allocated to a Participant Account the Guaranteed Lifetime Withdrawal Amount on that date is equal to (a) plus (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount immediately prior to the subsequent Purchase Payment; and
- (b) is (i) multiplied by (ii), where:
  - (i) is the Guaranteed Lifetime Withdrawal Factor; and
  - (ii) is the amount of the subsequent Purchase Payment allocated to the Participant Account.

*Participant's birthday:* upon a Participant's birthday the Guaranteed Lifetime Withdrawal Amount on that date is equal to the greater of (a) and (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount on the birthday; and
- (b) is (i) multiplied by (ii), where:
  - (i) is the Guaranteed Lifetime Withdrawal Factor; and
  - (ii) is the Participant Account Value on the birthday.

If the birthday does not fall on a Valuation Day, we calculate the Guaranteed Lifetime Withdrawal Amount on the previous Valuation Day.

*Pre-Election Withdrawal:* upon a Pre-Election Withdrawal the Guaranteed Lifetime Withdrawal Amount on that date is equal to (a) multiplied by (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount immediately prior to the Pre-Election Withdrawal; and
- (b) is one minus the result of (i) divided by (ii), where:
  - (i) is the amount of the Pre-Election Withdrawal; and
  - (ii) is the Participant Account Value immediately prior to the Pre-Election Withdrawal.

### **Amounts Withdrawn Pursuant to a Qualified Domestic Relations Order**

Any amounts you transfer to an Alternate Payee from a Participant Account pursuant to a qualified domestic relations order (QDRO) will be treated as a Pre-Election Withdrawal for purposes of determining the Guaranteed Lifetime Withdrawal Amount for a Participant who is the source of the amounts to be transferred to an Alternate Payee. If any amount transferred is used to establish a Participant Account for the Alternate Payee, the initial Guaranteed Lifetime Withdrawal Amount equals (a) multiplied by (b) divided by (c) where:

- (a) is the Participant's Guaranteed Lifetime Withdrawal Amount immediately prior to the transfer;
- (b) is the amount transferred to establish the Participant Account for the Alternate Payee; and
- (c) is the Participant Account Value immediately prior to the transfer.

### **Corrective Distribution Withdrawals**

The Contract Owner may take a Pre-Election Withdrawal on behalf of a Participant to satisfy contribution limits under the Code. To do so, the excess contribution amount and the Pre-Election Withdrawal amount needed to make the corrective distribution must be provided to us. The Guaranteed Lifetime Withdrawal Amount will be adjusted for that Participant using the corrective distribution adjustment as shown on the Data Pages.

### **Allocations to a Participant Account After a Withdrawal Start Date**

You may allocate Purchase Payments to a Participant Account after a Withdrawal Start Date. However, such allocation will establish a unique Guaranteed Lifetime Withdrawal Amount in accordance with the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision.

### **Participant Death Before a Withdrawal Start Date**

If a Participant dies before a Withdrawal Start Date and the Participant's spouse is not a Plan beneficiary, the Guaranteed Lifetime Withdrawal Amount is reduced to zero on the date of death. You may withdraw the Participant Account Value to pay the Plan beneficiary.

If a Participant's spouse is a Plan beneficiary, the Guaranteed Lifetime Withdrawal Amount is adjusted upon the Participant's death. The spousal Plan beneficiary will be allocated a percentage of the deceased Participant's Guaranteed Lifetime Withdrawal Amount and Participant Account Value. This percentage is equal to the percentage of the Participant Account Value allocated to the spousal Plan beneficiary as determined by the Plan. Any remaining portion of the Guaranteed Lifetime Withdrawal Amount that is not allocated to a spousal Plan beneficiary shall be reduced to zero.

Thereafter, the spousal Plan beneficiary will be treated as a Participant under the Contract.

## **ACTIONS TAKEN AS OF THE WITHDRAWAL START DATE**

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### **Election on a Withdrawal Start Date to Begin Post-Election Withdrawals**

You may direct us to begin Post-Election Withdrawals on behalf of a Participant by giving us written notice on or after the guaranteed lifetime withdrawal Age as shown on the Data Pages. Unless otherwise requested, Post-Election Withdrawals will be paid in a Withdrawal Year in monthly amounts equal to the Guaranteed Lifetime Withdrawal Amount divided by the number of months in a Withdrawal Year. If monthly payments result in Post-Election Withdrawals of less than [\$100], we reserve the right to change the payment schedule so that each payment is at least [\$100]. Other payment schedules may be available. Any Post-Election Withdrawal that is not made pursuant to a payment schedule must be at least [\$100]. If the Guaranteed Lifetime Withdrawal Amount is determined to be less than [\$100] on the Withdrawal Start Date, the request to begin Post-Election Withdrawals will not be processed.

Upon a Withdrawal Start Date, we will establish a Participant Withdrawal Account.

### **Addition of a Joint Recipient**

A Participant may name a Joint Recipient on the Withdrawal Start Date. If a Joint Recipient is named, the Guaranteed Lifetime Withdrawal Amount is adjusted to recognize combined life expectancy. If the Joint Recipient is not the Participant's spouse, such person's Age must satisfy the Joint Recipient's minimum Age limit on the Data Pages. The Joint Recipient will be the Beneficiary with respect to the Participant Withdrawal Account.

### **Calculation of Guaranteed Lifetime Withdrawal Amount on a Withdrawal Start Date**

On a Withdrawal Start Date, the Guaranteed Lifetime Withdrawal Amount is determined by taking (a) multiplied by (b) and, if applicable, multiplied by (c), where:

- (a) is the existing Guaranteed Lifetime Withdrawal Amount;
- (b) is the appropriate adjustment factor shown on the Data Pages as of the Withdrawal Start Date; and
- (c) is the Joint Recipient factor as of the Withdrawal Start Date.

If the Withdrawal Start Date is not the Participant's birthday, the Guaranteed Lifetime Withdrawal Amount for the first Withdrawal Year will be adjusted prorata for the number of days from the Withdrawal Start Date to and including the day preceding the next birthday. In this case, the adjusted prorata Guaranteed Lifetime Withdrawal Amount during the first Withdrawal Year is (a) multiplied by (b) divided by (c), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount;
- (b) is the number of days from the Withdrawal Start Date to and including the day preceding the next birthday; and
- (c) is 365 (366 if the first Withdrawal Year contains February 29).

## **POST-WITHDRAWAL START DATE PHASE**

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### **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date**

The Guaranteed Lifetime Withdrawal Amount is recalculated for each Withdrawal Year on the first day of a Withdrawal Year. If the first day of a Withdrawal Year is not a Valuation Day, we calculate the Guaranteed Lifetime Withdrawal Amount on the prior Valuation Day. On that date, such Guaranteed Lifetime Withdrawal Amount will be the greater of (a) and (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount for the prior Withdrawal Year, adjusted for Excess Withdrawals, if any, during the prior Withdrawal Year; and
- (b) is the Participant Withdrawal Account Value multiplied by (i), multiplied by (ii), and, if applicable, multiplied by (iii), where:
  - (i) is the Guaranteed Lifetime Withdrawal Factor;
  - (ii) is the appropriate adjustment factor as shown on the Data Pages as of the Withdrawal Start Date; and
  - (iii) is the Joint Recipient factor as of the Withdrawal Start Date.

### **Excess Withdrawals**

Whenever an Excess Withdrawal is taken, the Guaranteed Lifetime Withdrawal Amount is immediately reduced. The reduced Guaranteed Lifetime Withdrawal Amount is the Guaranteed Lifetime Withdrawal Amount prior to the Excess Withdrawal multiplied by: one minus the result of (a) divided by (b), where:

- (a) is the Excess Withdrawal amount; and
- (b) is the Participant Withdrawal Account Value immediately prior to processing the Excess Withdrawal.

### **Required Minimum Distributions**

If the required minimum distribution amount, attributable to the Participant Withdrawal Account, calculated for a calendar year ("RMD amount") exceeds the Guaranteed Lifetime Withdrawal Amount (disregarding the adjustment for the first Withdrawal Year) for the Withdrawal Year within which the calendar year begins ("current Withdrawal Year"), the excess, if distributed, will not be treated as an Excess Withdrawal for the current Withdrawal Year. If the RMD amount is not distributed in the current Withdrawal Year, the lesser of amount (a) or (b) if distributed, will not be treated as an Excess Withdrawal for the subsequent Withdrawal Year, where:

- (a) is the difference between the RMD amount and the sum of withdrawals made during the current Withdrawal Year; and
- (b) is the difference between the RMD amount and the unadjusted Guaranteed Lifetime Withdrawal Amount for the current Withdrawal Year.

### **Amounts Withdrawn Pursuant to a Qualified Domestic Relations Order**

Any amounts you transfer to an Alternate Payee from a Participant Withdrawal Account pursuant to a QDRO will be treated as a Pre-Election Withdrawal for purposes of determining the Guaranteed Lifetime Withdrawal Amount for a Participant who is the source of the amounts to be transferred to an Alternate Payee. If any amount transferred is used to establish a Participant Account for the Alternate Payee, the initial Guaranteed Lifetime Withdrawal Amount equals (a) multiplied by (b) divided by (c), where:

- (a) is the Participant's Guaranteed Lifetime Withdrawal Amount immediately prior to the transfer;
- (b) is the amount transferred to establish the Participant Account for the Alternate Payee; and
- (c) is the Participant Withdrawal Account Value immediately prior to the transfer.

The Guaranteed Lifetime Withdrawal Factor in effect on the date of transfer will continue to apply to the Participant and the Alternate Payee.

### **Certificate Termination Due to Excess Withdrawals**

When Excess Withdrawals cause a Guaranteed Lifetime Withdrawal Amount to be less than [\$100], the Certificate will terminate and you may withdraw current Participant Withdrawal Account Value. On the date of Certificate termination, if the present value of the Guaranteed Lifetime Withdrawal Amount, calculated using the [Annuity 2000 Mortality Table] and an interest rate of [4%], is higher than the current Participant Withdrawal Account Value, we will pay that excess amount in a single sum.

### **Annuity Purchase Due to Minimal Participant Withdrawal Account Value**

When the current Participant Withdrawal Account Value is less than the Guaranteed Lifetime Withdrawal Amount, the remaining Participant Withdrawal Account Value will be applied as Premium to purchase an Annuity. The Annuity will be a life-contingent fixed Annuity with a guaranteed annual payment equal to the current Guaranteed Lifetime Withdrawal Amount.

If there is no Joint Recipient, the Annuity will be paid for the life of the Participant. If there is a Joint Recipient, the Annuity will be paid while either the Participant or Joint Recipient is living.

If the Participant and Joint Recipient die before the Premium amount has been received as Annuity payments, we will pay the difference between the Premium and the sum of the Annuity payments received to the beneficiary of the Certificate.

### **Participant Death After a Withdrawal Start Date and Before the Purchase of an Annuity**

If after a Withdrawal Start Date a Joint Recipient survives the Participant, the Joint Recipient may continue to take Post-Election Withdrawals, as described in the Certificate. Upon the last death of the Participant and any Joint Recipient, the Guaranteed Lifetime Withdrawal Amount is reduced to zero. You may then withdraw the Participant Withdrawal Account Value to pay the Beneficiary.

## **OPTIONAL FORMS OF PAYMENT**

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Prior to a Withdrawal Start Date, you may direct us to apply Participant Account Value as Premium to purchase one of the Annuity forms described in this section. Once the Premium is paid to us, the Participant becomes the Annuitant and the Guaranteed Lifetime Withdrawal Amount is reduced to zero.

The Annuity forms available are a joint and survivor Annuity payable for the life of the Annuitant, with payments of not less than 50% and no more than 100% of the Annuity payments in effect during the Annuitant's lifetime, continuing for the life of the Joint Annuitant after the Annuitant's death.

If the Joint Annuitant is not the Annuitant's spouse, such Joint Annuitant's Age must satisfy the Joint Annuitant's minimum Age limit shown on the Data Pages.

The annual payment rates, Annuity mortality basis and interest rate used are shown on the Data Pages.

## **SEPARATE ACCOUNT**

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The Separate Account supports the operation of this Contract and certain other variable annuity contracts we may offer. We will not allocate assets to the Separate Account to support the operation of any contracts that are not variable annuities.

We own the assets in the Separate Account. These assets are held separately from our other assets and are not part of our general account.

The Separate Account is subject to Virginia laws that regulate the operations of insurance companies incorporated in Virginia. The investment policies of the Separate Account will not be changed without any required approval of the Virginia Insurance Commissioner.

### **Insulation of Assets**

The Separate Account assets equal the reserves and other Contract liabilities supported by the Separate Account. These assets will not be charged with liabilities arising from any other business we conduct. We have the right to transfer to our general account any assets of the Separate Account that are in excess of such reserves and other Contract liabilities.

### **Subaccounts**

The Separate Account consists of those Subaccounts shown on the Data Pages. The Separate Account's income, gains and losses, realized or unrealized, are credited to or charged against the Separate Account, without regard to the income, gains or losses of our general account or of any other separate account. Each Subaccount's income, gains and losses, realized or unrealized, are credited to or charged against such Subaccount, without regard to income, gains or losses of any other Subaccount.



Each Subaccount invests exclusively in shares of a corresponding Portfolio. Shares of a Portfolio are purchased and redeemed at their net asset value per share. Any amounts of income, dividends and gains distributed from the shares of a Portfolio are reinvested in additional shares of that Portfolio at its net asset value.

### **Changes to the Separate Account and Subaccounts**

Where permitted by applicable law, we reserve the right to:

- Create new separate accounts;
- Combine separate accounts, including the Separate Account;
- Transfer assets of the Separate Account to another separate account;
- Add new Subaccounts to or remove existing Subaccounts from the Separate Account or combine Subaccounts;
- Make Subaccounts (including new Subaccounts) available to such classes of contracts as we may determine;
- Add new Funds or Portfolios or remove existing Funds or Portfolios;
- Substitute new Portfolios for any existing Portfolio whose shares are no longer available for investment;
- Substitute new Portfolios for any existing Portfolio which we determine is no longer appropriate in light of the purposes of the Separate Account;
- Register or deregister the Separate Account under the Investment Company Act of 1940; and
- Operate the Separate Account under the direction of a committee or in any other form permitted by law.

Notwithstanding the foregoing, any transfer, removal, substitution or change shall be made with the prior approval of an appropriate Plan fiduciary, unless such action is dictated by an event outside of our control.

### **Valuation of Separate Account Assets**

We will value the assets of the Separate Account each Valuation Day at their fair market value. Accepted accounting practices and applicable laws and regulations apply.

### **Valuation Units**

Purchase Payments allocated to a Subaccount are converted into Valuation Units. The number of Valuation Units is determined by dividing the dollar amount allocated to each Subaccount by the value of the Valuation Unit for that Subaccount for the Valuation Day on which the Purchase Payment is invested in the Subaccount. Purchase Payments allocated to a Subaccount increase the number of Valuation Units of that Subaccount.

The events which will reduce the number of Valuation Units of a Subaccount are as follows: (i) withdrawals of Contract Value; (ii) payment of Surrender Value upon termination of the Contract; (iii) application of Contract Value to an Annuity; (iv) deduction of applicable Contract charges; (v) deduction of applicable premium taxes; and (vi) transfers between Subaccounts.

Valuation Units are canceled as of the end of the Valuation Period in which we receive notice of the above events.

## Valuation Unit Value

The value of a Valuation Unit for each Subaccount was arbitrarily set when the Subaccount began operations. Thereafter, the value of a Valuation Unit at the end of every Valuation Day is the value of the Valuation Unit at the end of the previous Valuation Day multiplied by the net investment factor, as described below. On any day that is a Valuation Day, the Contract Value in a Subaccount is determined by multiplying the number of Valuation Units in that Subaccount by the value of the Valuation Unit for that Subaccount.

## Net Investment Factor

The net investment factor is used to measure the investment performance of a Subaccount. The net investment factor for any Subaccount for any Valuation Period is determined by (a) divided by (b), minus (c), where:

- (a) is:
  - (i) the value of the assets in the Subaccount at the end of the preceding Valuation Period; plus
  - (ii) the investment income and capital gains, realized or unrealized, credited to those assets at the end of the Valuation Period for which the net investment factor is being determined; minus
  - (iii) the capital losses, realized or unrealized, charged against those assets during the Valuation Period; minus
  - (iv) any amount charged against the Separate Account for taxes. This includes any amount we set aside during the Valuation Period as a provision for taxes attributable to the operation or maintenance of the Separate Account;
- (b) is the value of the assets in the Subaccount at the end of the preceding Valuation Period; and
- (c) is the sum of (i) and (ii), where:
  - (i) is a daily factor adjusted for the number of days in the Valuation Period representing the asset charge deducted from the Subaccount; and
  - (ii) is a daily factor adjusted for the number of days in the Valuation Period representing the service charge, if applicable, deducted from the Subaccount.

The rates for these charges are shown on the Data Pages.

## Withdrawals

When you take a withdrawal from Contract Value, you may tell us how to deduct the withdrawal from the Subaccounts. If you do not, the withdrawal will be deducted from the Subaccounts on a prorata basis. A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a withdrawal. The Portfolio determines the amount of the redemption charge. The charge is retained by or paid to the Portfolio and not by or to us. The redemption charge may affect the number and value of Valuation Units withdrawn from the Subaccount that invests in that Portfolio and, therefore, may affect Contract Value.

## TRANSFERS

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A transfer may be made between the Subaccounts attributable to a Participant Account, and likewise between Subaccounts attributable to a Participant Withdrawal Account(s). When you establish a Participant Withdrawal Account, a transfer will be made from the Subaccounts attributable to a Participant Account to the Subaccounts attributable to the Participant Withdrawal Account. All other transfers between Subaccounts are prohibited. A transfer between Subaccounts involves redemption of assets from the current Subaccount and a purchase of assets of the new Subaccount. When we perform a transfer, the transfer will not affect the Contract Value on the date of the transfer.

There may only be one Subaccount available under this Contract. However, if there is more than one Subaccount available, you will be limited to the number of monetary transfers allowed among Subaccounts each calendar year. The number of monetary transfers allowed among Subaccounts each calendar year is [three]. If applicable, a request to transfer must be sent to us at our Administrative Office. This request must be in writing or in any form acceptable to us. We may further limit the number and frequency of transfers. We reserve the right to refuse to execute any transfer if any of the Subaccounts that would be affected by the transfer is unable to purchase or redeem shares of the Portfolio in which the Subaccount invests. The transfer will not affect the amount of the Guaranteed Lifetime Withdrawal Amount as of the date of the transfer.

We may restrict transfers. We may limit or modify transfer requests if we determine, in our sole opinion, that transfers made for one or more Participants would be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We may apply restrictions in any manner reasonably designed to prevent any transfer that is considered by us to be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We will not restrict transfers in a manner that would be unfairly discriminatory to the Plan or to Participants. Limitations or modifications that may be applied to transfers may include, but are not limited to:

- imposition of a transfer charge (the maximum amount of any transfer charge is shown on the Data Pages). The transfer charge may affect the number of Valuation Units transferred out of the Subaccount that invests in that Portfolio and, therefore, may affect Contract Value;
- the requirement of a minimum time period between transfers;
- not accepting a transfer request from a third party acting under authorization on behalf of more than one contract owner or Participant;
- limiting the maximum dollar amount of transfers made at any one time or for any given period;
- limiting the maximum number of transfers made in each calendar year or in any given period; or
- requiring that a written transfer request, signed by a contract owner, be provided to us.

To the extent permitted by applicable law, we may not accept or we may defer transfers at any time that we are unable to purchase or redeem shares of any of the Portfolios under the Separate Account. In accordance with applicable law, we may terminate the transfer feature under the Contract at any time.

A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a transfer. The Portfolio determines the amount of the redemption charge and the charge is retained by or paid to the Portfolio and not by or to us. The redemption charge will reduce the dollar amount transferred from the current Subaccount to the new Subaccount and will be treated as a withdrawal.

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## CONTRACT VALUATION

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On the date the initial Purchase Payment is received and accepted by us, Contract Value equals the initial Purchase Payment allocated to each Subaccount. Thereafter, the Contract Value allocated to each Subaccount at the end of each Valuation Period is (a) plus (b) plus (c) minus (d) minus (e) minus (f) minus (g) minus (h), where:

- (a) is the Contract Value allocated to the Subaccount at the end of the preceding Valuation Period, multiplied by the Subaccount's net investment factor for the current Valuation Period;
- (b) is Purchase Payments allocated to the Subaccount during the current Valuation Period;
- (c) is any amount transferred into the Subaccount during the current Valuation Period;
- (d) is any amount transferred out of the Subaccount during the current Valuation Period;
- (e) is any Contract and administration charges as described in the CHARGES section below, incurred during the current Valuation Period;
- (f) is any withdrawal made from the Subaccount during the current Valuation Period;
- (g) is any premium tax deductions; and
- (h) is Contract Value that has been applied to an Annuity.

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## CHARGES

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The following charges as shown on the Data Pages may be assessed:

**Administration Charge** – a charge for establishing and maintaining individual Participant records under the Contract.

**Contract Charge** – a charge for establishing and maintaining the Contract.

**Contract Termination Charge** – a charge assessed against Participant Account Value upon termination of the Contract.

The above charges are deducted prorata from the appropriate Subaccounts. The deduction will be treated as a withdrawal from Contract Value. The withdrawal will be allocated to each Participant Account and, except for the Contract termination charge, to each Participant Withdrawal Account. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the *Pre-Election Withdrawal* paragraph of the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision under the PRE-WITHDRAWAL START DATE PHASE section and the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the POST-WITHDRAWAL START DATE PHASE section, unless otherwise waived by us.

The following charge as shown on the Data Pages is deducted from each Subaccount, assessed on a daily basis and reduces the value of Valuation Units:

**Asset Charge** – a charge assessed for assuming our financial obligations under the Contract.

The following charge as shown on the Data Pages may be assessed. If assessed, the charge is deducted prorata from the Subaccount(s) attributable to a Participant Withdrawal Account. The charge is assessed on a daily basis, and reduces the value of appropriate Valuation Units:

**Service Charge** – a charge assessed for making individual payments.

### **Optional Payment of Charges**

You may request to pay any of the charges in this section directly to us rather than having the charges deducted as described herein. If charges are to be paid directly, we will notify you of the amount of a charge, as of the date the charge would otherwise have been withdrawn from the appropriate Subaccounts. If we do not receive payment of a charge within [30] days after the date of written notice, the charge will be withdrawn from the Subaccounts. The withdrawal will be allocated to each Participant Account and Participant Withdrawal Account, as applicable. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the *Pre-Election Withdrawal* paragraph of the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision under the PRE-WITHDRAWAL START DATE PHASE section and the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the POST-WITHDRAWAL START DATE PHASE section, unless otherwise waived by us.

**Transfer Charge** – We may make a charge for transfers as described in the TRANSFERS section.

### **Other Expense Withdrawals**

You may notify us in writing that a Plan expense is to be withdrawn from the Subaccounts. If so, the withdrawal will be allocated to each Participant Account and Participant Withdrawal Account. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the *Pre-Election Withdrawal* paragraph of the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision under the PRE-WITHDRAWAL START DATE PHASE section and the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the POST-WITHDRAWAL START DATE PHASE section, unless otherwise waived by us.

### **Change in Charges**

We reserve the right to change the charges as shown on the Data Pages. We must send you advance written notice of such change at least [30] days before the change becomes effective.

## GENERAL PROVISIONS

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### Assignment

The Contract may not be sold, assigned, discounted or pledged to any person. It cannot be used as collateral for a loan. It cannot be used as security for the performance of an obligation. It cannot be alienated for any other purpose.

### Certificate

Upon your request, we will send you a Certificate or Annuity Certificate, as appropriate, for delivery to each Certificate Owner.

### Contract Suspension

We reserve the right to suspend the Contract if any of the following events occur:

- (1) non-compliance with any provision of this Contract;
- (2) the Plan is operated or amended in a manner that adversely affects us;
- (3) the Plan Sponsor appoints a recordkeeper that effectively prohibits the administration of this Contract; or
- (4) upon the happening of a Contract suspension event shown on the Data Pages.

We will provide you with written notice that one of these events has occurred. The notice will indicate that we intend to suspend the Contract within [60] days of mailing such notice. The suspension will not take effect if the cause is cured in a manner acceptable to us prior to the intended suspension date. Upon suspension of the Contract, Purchase Payments will not be accepted.

### Contract Termination

This Contract will terminate when all assets held under the Contract are distributed.

You may terminate the Contract at any time by providing written notice at least [180] days prior to the effective date of termination.

We reserve the right to terminate the Contract if any of the following events occur:

- (1) the Plan fails to qualify or is disqualified under the Code;
- (2) the Plan Sponsor discontinues business operations without arranging for continued administration of the Plan; or
- (3) upon the happening of a Contract termination event shown on the Data Pages.

We will provide you with written notice that one of these events has occurred. The notice will indicate that we intend to terminate the Contract within [180] days of mailing such notice. The termination will not take effect if the cause is cured in a manner acceptable to us prior to the intended termination date.

Upon termination of the Contract, we will pay the Surrender Value to you or to any trustee or investment provider named by you. In the absence of authorized instructions, we may use any legal procedure available to determine to which entity the Surrender Value will be paid. Any costs we incur with respect to such legal procedure shall be deducted from the Surrender Value before distribution.

If the Contract is terminated we will accept a direct rollover of Participant Withdrawal Account Values into an individual retirement annuity contract or group annuity contract we then offer.

We will accept a direct rollover of Participant Account Value into an individual retirement annuity contract we then offer, provided that the Participant is entitled to receive an eligible rollover distribution from the Plan.

### **Deferment of Payments**

We will make payment within seven days from the date we receive notice of withdrawal or Contract termination. We may defer these payments when:

- the New York Stock Exchange is closed other than customary weekend and holiday closings; or
- the Securities and Exchange Commission restricts trading on the New York Stock Exchange; or
- the Securities and Exchange Commission determines an emergency exists. Due to the emergency, disposal of securities or the determination of the values of net assets of the Separate Account is not reasonably practical.

We may defer the payment to a Certificate Owner if we reasonably believe that a competing demand for such payment has been or may be made.

We have the right to defer payment that is derived from any amount recently paid to us by check or draft. We will make payment when we are satisfied the check or draft has been paid by the bank on which it is drawn.

### **Entire Contract**

This Contract is a legal contract between you and us and no one else. It is the entire Contract. An agent cannot change this Contract. Any change to the Contract must be in writing and approved by us. Only an authorized officer can give our approval. This Contract will be construed according to the laws of the jurisdiction shown on the Data Pages.

We may amend the Contract when, in our opinion, it is necessary to protect us from any of the following: (i) adverse financial impact due to any modification of the Plan; (ii) adverse financial impact due to changes in the Plan administrative practices; (iii) changes in Plan investment options; and (iv) upon the happening of a Contract amendment event shown on the Data Pages. Any such amendment will take effect no earlier than [30] days from notification. We may also amend the Contract in response to the action of any (i) legislative; (ii) judicial; or (iii) regulatory body. Except as required by law, any such amendment will take effect no earlier than [30] days from notification.

### **Evidence of Death, Age, Marital Status or Survival**

We will require, to be received in our Administrative Office and in a form satisfactory to us, due proof of death, age, marital status or survival and any other required forms before we act on Contract provisions that require such documentation.

### **Income Tax Qualification**

This Contract is intended to qualify for tax treatment under Section 401(g) of the Code. An Annuity is intended to qualify for annuity tax treatment under Code Section 72. The Contract provisions will be interpreted with this intent. We reserve the right to amend this Contract as needed to maintain its tax status under the Code. We will send you a copy of any amendment.

### **Incontestability**

We will not contest this Contract after the Contract Date.

### **Information – Records**

We will need you to furnish all information that we may reasonably require for the administration of this Contract. This information will include, but is not limited to, any amendment or changes to the Plan, the Plan's trust, trustees or fiduciaries. We will not be liable for the fulfillment of any duty until we receive all requested information in a form acceptable to us.

### **Misstatement of Age or Participant Contract Value**

If any Participant, Annuitant, Joint Recipient, or Joint Annuitant's Age is misstated, any Contract benefits will be re-determined using the correct Age. If any overpayments have been made, future payments will be adjusted. Any underpayments will be paid in full.

If any Participant Contract Value is misstated, benefit payments will be re-determined using the correct timing and value. If any overpayments of charges have been collected, the overpayment will be paid in full. Any underpayments will be collected in full from the Contract Owner.

### **Nonparticipating**

This Contract is nonparticipating. It does not share in our profits or surplus. No dividends are payable.

### **Premium Tax**

Premium tax rates and rules vary by state and may change. We reserve the right to deduct any such tax from your benefits. Benefits include payments resulting from a withdrawal or an Annuity.



## **Restrictions and Limitations**

This Contract is issued in conjunction with the Plan named on the Data Pages. We will be under no obligation:

- (a) to determine whether any payment or distribution you request complies with the provisions, terms and conditions of the Plan or with applicable law; or
- (b) to administer the Plan, including, without limitation, any provisions required by the Retirement Equity Act of 1984.

## **Statement of Values**

At least once each year, we will send you a Contract statement. The statement will show the Contract Value, number of Valuation Units and the Valuation Unit value as of the end of the period. It will also include Purchase Payments made and charges deducted during the statement period.

## **Written Notice**

All written notices, including proof of death and any required forms, must be sent to our Administrative Office in a form satisfactory to us. All notices must include your name and the Contract number. We will not be responsible for any actions taken prior to our receipt of a valid change request. We will send correspondence relating to your Contract to your last known address.

**GROUP FLEXIBLE PREMIUM VARIABLE  
DEFERRED ANNUITY CONTRACT**

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**GENWORTH LIFE AND ANNUITY  
INSURANCE COMPANY**


# GROUP GUARANTEED LIFETIME WITHDRAWAL CERTIFICATE

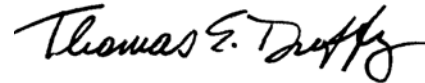
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**Please read your Certificate carefully.** This Certificate is a legal contract between the Certificate Owner ("you" or "your") and Genworth Life and Annuity Insurance Company (the "Company," "we," "us" or "our"). We agree to provide guaranteed lifetime withdrawals, subject to Certificate provisions.

**PARTICIPANT WITHDRAWAL ACCOUNT VALUE WILL DEPEND ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT. THE VALUE IN THE SEPARATE ACCOUNT MAY INCREASE OR DECREASE DAILY AND IS NOT GUARANTEED AS TO DOLLAR AMOUNT.**

For Genworth Life and Annuity Insurance Company,

  
[ PAMELA S. SCHUTZ]  
PRESIDENT

  
[ THOMAS E. DUFFY]  
SECRETARY

## GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GROUP GUARANTEED LIFETIME WITHDRAWAL CERTIFICATE  
ALLOCATED GUARANTEED RETIREMENT INCOME ANNUITY  
NONPARTICIPATING STOCK COMPANY  
CUSTOMER SERVICE TELEPHONE [(866) 360-4015]  
HOME OFFICE:  
[6610 WEST BROAD STREET, RICHMOND, VIRGINIA 23230]  
ADMINISTRATIVE OFFICE:  
[PO BOX 27601, RICHMOND, VIRGINIA 23286-8786]

## Data Pages

Group Contract Number: [0000000000]

Contract Owner: [ABC Corporation Pension Plan]

Plan Sponsor: [ABC Corporation]

Plan: [ABC Corporation Pension Plan]

Certificate Number: [1111111111]

Certificate Owner: [John Doe]  
Date of Birth: [March 29, 1944]  
Age: [66]

[Joint Recipient: John Doe]  
[Date of Birth: March 1, 1944]  
[Age: 66]

Withdrawal Start Date: [March 1, 2010]

Guaranteed Lifetime  
Withdrawal Factor: [5%]

Initial Unadjusted Guaranteed  
Lifetime Withdrawal Amount: [\$ X,XXX.XX]

Adjusted Guaranteed Lifetime  
Withdrawal Amount for the  
First Withdrawal Year: [\$ X,XXX.XX]  
First Withdrawal Year: [March 1, 2010 to March 28, 2010]

IF YOU HAVE A QUESTION, WOULD LIKE TO OBTAIN INFORMATION ABOUT THIS CERTIFICATE,  
OR NEED ASSISTANCE RESOLVING A COMPLAINT, PLEASE CALL OUR ADMINISTRATIVE OFFICE  
TOLL FREE AT [(866) 360-4015].

Certificate Number: [0000000000]

Separate Account: [Genworth Life & Annuity Group VA Separate Account 2]

Effective: [01/01/06]

Subaccounts

Are Invested In

[*GE Investments Funds, Inc.*]

[GEI Total Return Fund – Class 2]

[Total Return Fund – Class 2]

Asset Charge: [0.80% Annually (0.002201% Daily)]

Service Charge: [0.15% Annually (0.000411% Daily)]

Administration Charge: [\$0]

Contract Charge: [\$0]

Maximum Transfer Charge: [\$25]

Portfolio Redemption Charge: [Each Portfolio may impose a redemption charge which it retains.]

[ENDORSEMENT(S)/RIDER(S):

Form Number

Form XXXX

Title

Endorsement XXX

Effective Date

XX/XX/XXXX]

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Copies of any riders and endorsements follow page 14.

## DEFINITIONS

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**Administrative Office** – Our Administrative Office that is located at the address shown on the Certificate cover page.

**Age** – On any date, Age as of the last birthday.

**Alternate Payee** – An Alternate Payee under a qualified domestic relations order.

**Annuity** – Distributions to be made in the form of a series of payments as determined under the terms of this Certificate that are not made from a Participant Withdrawal Account.

**Beneficiary** – The person or entity entitled to receive any remaining Participant Withdrawal Account Value upon the death of the Certificate Owner and, if applicable, Joint Recipient.

**Certificate** – This group guaranteed lifetime withdrawal Certificate.

**Certificate Owner** – The person named on the Data Pages. “You” or “your” refers to the Certificate Owner. All ownership rights with respect to your Certificate shall belong to you or the Joint Recipient if any, as may be determined under the terms of this Certificate or through the operation of law.

**Code** – The Internal Revenue Code of 1986, as amended.

**Company** – Genworth Life and Annuity Insurance Company (also referred to as “we”, “us” or “our”).

**Contract** – The group flexible premium variable deferred annuity Contract with any attached riders, endorsements and certificate forms. The group Contract number is shown on the Data Pages.

**Contract Owner** – The Contract Owner shown on the Data Pages.

**Excess Withdrawal** – A Post-Election Withdrawal or portion thereof, that when added to all other Post-Election Withdrawals in a Withdrawal Year exceeds the Guaranteed Lifetime Withdrawal Amount.

**Fund** – Any open-end management investment company or unit investment trust in which the Separate Account invests.

**Guaranteed Lifetime Withdrawal Amount** – The total amount we guarantee that a Certificate Owner may withdraw from Participant Withdrawal Account Value in a Withdrawal Year without reducing the Guaranteed Lifetime Withdrawal Amount for later years.

**Guaranteed Lifetime Withdrawal Factor** – A factor as shown on the Data Pages used in the calculation of the Guaranteed Lifetime Withdrawal Amount.

**Joint Recipient** – The person named to succeed to the rights with respect to the Certificate Owner under this Certificate and who must be a Plan beneficiary.

**Participant** – A person who participates in the Plan including a Certificate Owner and anyone who derives an interest as an Alternate Payee or spousal Plan beneficiary.

**Participant Withdrawal Account** – The account from which Post-Election Withdrawals are taken.

**Participant Withdrawal Account Value** – As of any Valuation Day the value in a Participant Withdrawal Account.

**Plan** – The qualified plan shown on the Data Pages.

**Post-Election Withdrawal** – A gross amount withdrawn from a Participant Withdrawal Account pursuant to the Contract, before any reduction for taxes withheld, redemption fees, or any applicable premium taxes or transfer charges, made on your behalf on or after your Withdrawal Start Date.

**Portfolio** – A division of a Fund, the assets of which are separate from other Portfolios that may be available in the Fund. Each Portfolio has its own investment objective. Not all Portfolios may be available in all Plans.

**Premium** – An amount used to purchase an Annuity.

**Separate Account** – Our segregated asset account as shown on the Data Pages.

**Subaccount** – A Subaccount of the Separate Account, the assets of which are invested exclusively in a corresponding Portfolio.

**Valuation Day** – For each Subaccount, each day on which the New York Stock Exchange is open for regular trading, except for days that the Subaccount's corresponding Portfolio does not value its shares. Requests for transactions received on a Valuation Day will be considered to be received on that same Valuation Day or on the next Valuation Day, as determined in accordance with the following procedures. For each Subaccount on each Valuation Day, we process transaction orders for that Subaccount and submit the order to the Portfolio in which the Subaccount invests. In accordance with applicable regulations, each Portfolio establishes a cut-off time by which the Portfolio must receive an order for it to receive the Portfolio's next-calculated net asset value per share. This time is disclosed in each Portfolio's prospectus or declaration of trust and may change from time to time. We have established a cut-off time for each Subaccount by which we must have received a transaction order for it to receive the next-calculated unit value that is based on the next-calculated net asset value per share of the corresponding Portfolio. We set the Subaccount's cut-off time far enough in advance of the corresponding Portfolio's cut-off time to reasonably permit us to process transaction orders and submit the orders to the Portfolio by its cut-off times. There can be no assurance that we will be able to process orders in time for the orders to receive the next-calculated unit value based on the next-calculated net asset value per share of the corresponding Portfolio on every Valuation Day. We may change our cut-off times periodically. All requests for transactions that we receive for a Subaccount after the Subaccount's cut-off time in effect for a Valuation Day will be considered to be received on the next Valuation Day.

**Valuation Period** – A period that starts at the close of regular trading on the New York Stock Exchange on any Valuation Day and ends at the close of regular trading on the next succeeding Valuation Day.

**Valuation Unit** – A unit of measure used in calculating Participant Withdrawal Account Value.

**Withdrawal Start Date** – The Valuation Day on which you elected to begin Post-Election Withdrawals.

**Withdrawal Year** – The first Withdrawal Year is the period of time beginning on the Withdrawal Start Date and ending on the day prior to your next birthday. Subsequent Withdrawal Years are the one-year periods beginning on each birthday.

## **WITHDRAWAL TERMS AND CONDITIONS**

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### **Payment of Withdrawals**

Your Post-Election Withdrawals will be paid in a Withdrawal Year in monthly amounts equal to the Guaranteed Lifetime Withdrawal Amount divided by the number of months in a Withdrawal Year. If however, monthly payments result in Post-Election Withdrawals of less than [\$100], we reserve the right to change the payment schedule so that each payment is at least [\$100]. Other payment schedules may be available. If you take a Post-Election Withdrawal that is not made pursuant to a payment schedule, it must be at least [\$100].

If the Withdrawal Start Date is not your birthday, the Guaranteed Lifetime Withdrawal Amount for the first Withdrawal Year will be adjusted prorata. Your first Withdrawal Year and your adjusted Guaranteed Lifetime Withdrawal Amount for the first Withdrawal Year are shown on the Data Pages.



## **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date**

Your Guaranteed Lifetime Withdrawal Amount is recalculated for each Withdrawal Year on the first Valuation Day following the prior Withdrawal Year. On that date, such Guaranteed Lifetime Withdrawal Amount will be the greater of (a) and (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount for the prior Withdrawal Year, adjusted for Excess Withdrawals, if any, during the prior Withdrawal Year; and
- (b) is the Participant Withdrawal Account Value multiplied by the Guaranteed Lifetime Withdrawal Factor.

## **Excess Withdrawals**

Whenever an Excess Withdrawal is taken, the Guaranteed Lifetime Withdrawal Amount is immediately reduced. The reduced Guaranteed Lifetime Withdrawal Amount is the Guaranteed Lifetime Withdrawal Amount prior to the Excess Withdrawal multiplied by: one minus the result of (a) divided by (b), where:

- (a) is the Excess Withdrawal amount; and
- (b) is the Participant Withdrawal Account Value immediately prior to processing the Excess Withdrawal.

## **Required Minimum Distributions**

If the required minimum distribution amount, attributable to the Participant Withdrawal Account, calculated for a calendar year ("RMD amount") exceeds the Guaranteed Lifetime Withdrawal Amount (disregarding the adjustment for the first Withdrawal Year) for the Withdrawal Year within which the calendar year begins ("current Withdrawal Year"), the excess, if distributed, will not be treated as an Excess Withdrawal for the current Withdrawal Year. If the RMD amount is not distributed in the current Withdrawal Year, the lesser of amount (a) or (b) if distributed, will not be treated as an Excess Withdrawal for the subsequent Withdrawal Year, where:

- (a) is the difference between the RMD amount and the sum of withdrawals made during the current Withdrawal Year; and
- (b) is the difference between the RMD amount and the unadjusted Guaranteed Lifetime Withdrawal Amount for the current Withdrawal Year.

## **Amounts Withdrawn Pursuant to a Qualified Domestic Relations Order**

Any amounts transferred to an Alternate Payee from a Participant Withdrawal Account pursuant to a qualified domestic relations order (QDRO) will be treated as a Pre-Election Withdrawal for purposes of determining your Guaranteed Lifetime Withdrawal Amount.

The Guaranteed Lifetime Withdrawal Factor in effect on the date of transfer will continue to apply.

## **Certificate Termination Due to Excess Withdrawals**

When Excess Withdrawals cause a Guaranteed Lifetime Withdrawal Amount to be less than [\$100], the Certificate will terminate and you may withdraw current Participant Withdrawal Account Value. On the date of Certificate termination, if the present value of the Guaranteed Lifetime Withdrawal Amount, calculated using the [Annuity 2000 Mortality Table] and an interest rate of [4%], is higher than the current Participant Withdrawal Account Value, we will pay that excess amount in a single sum.

## **Annuity Purchase Due to Minimal Participant Withdrawal Account Value**

When your current Participant Withdrawal Account Value is less than the Guaranteed Lifetime Withdrawal Amount, your remaining Participant Withdrawal Account Value will be applied as Premium to purchase an Annuity. The Annuity will be a life-contingent fixed Annuity with a guaranteed annual payment equal to the current Guaranteed Lifetime Withdrawal Amount.

If there is no Joint Recipient, the Annuity will be paid while you are living. If there is a Joint Recipient, the Annuity will be paid while either you or the Joint Recipient is living.

If you and the Joint Recipient die before the Premium amount has been received as Annuity payments, we will pay the difference between the Premium and the sum of the Annuity payments received to the designated Beneficiary.

## **Certificate Owner Death After a Withdrawal Start Date and Before the Purchase of an Annuity**

If after a Withdrawal Start Date and before the purchase of an Annuity a Joint Recipient survives the Certificate Owner, the Joint Recipient may continue to take Post-Election Withdrawals, as described in this Certificate. Upon the last death of the Certificate Owner and any Joint Recipient, the Guaranteed Lifetime Withdrawal Amount is reduced to zero. Participant Withdrawal Account Value is then available to the Beneficiary.

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## **SEPARATE ACCOUNT**

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The Separate Account supports the operation of the Contract and the Certificate.

### **Subaccounts**

The Separate Account consists of those Subaccounts shown on the Data Pages. Each Subaccount's income, gains and losses, realized or unrealized, are credited to or charged against such Subaccount, without regard to income, gains or losses of any other Subaccount.

Each Subaccount invests exclusively in shares of a corresponding Portfolio. Shares of a Portfolio are purchased and redeemed at their net asset value per share. Any amounts of income, dividends and gains distributed from the shares of a Portfolio are reinvested in additional shares of that Portfolio at its net asset value.

### **Valuation of Separate Account Assets**

We will value the assets of the Separate Account each Valuation Day at their fair market value. Accepted accounting practices and applicable laws and regulations apply.

### **Valuation Units**

Your initial Participant Withdrawal Account Value was converted into Valuation Units for each Subaccount as of the Valuation Day your Participant Withdrawal Account was established. The number of Valuation Units was determined by dividing the dollar amount allocated to each Subaccount by the value of the Valuation Unit for that Subaccount.

The events which will reduce the number of Valuation Units of a Subaccount are as follows: (i) withdrawals of Participant Withdrawal Account Value; (ii) application of Participant Withdrawal Account Value to an Annuity; (iii) deduction of applicable Contract charges; (iv) deduction of applicable premium taxes; and (v) transfers between Subaccounts.

Valuation Units are canceled as of the end of the Valuation Period in which we receive notice regarding items (i), (ii), (iii), (iv), and (v) above.

### **Valuation Unit Value**

The value of a Valuation Unit at the end of every Valuation Day is the value of the Valuation Unit at the end of the previous Valuation Day multiplied by the net investment factor, as described below. On any day that is a Valuation Day, the Participant Withdrawal Account Value in a Subaccount is determined by multiplying the number of Valuation Units in that Subaccount by the value of the Valuation Unit for that Subaccount.

### **Net Investment Factor**

The net investment factor is used to measure the investment performance of a Subaccount. The net investment factor for any Subaccount for any Valuation Period is determined by (a) divided by (b), minus (c), where:

- (a) is:
  - (i) the value of the assets in the Subaccount at the end of the preceding Valuation Period; plus
  - (ii) the investment income and capital gains, realized or unrealized, credited to those assets at the end of the Valuation Period for which the net investment factor is being determined; minus
  - (iii) the capital losses, realized or unrealized, charged against those assets during the Valuation Period; minus
  - (iv) any amount charged against the Separate Account for taxes. This includes any amount we set aside during the Valuation Period as a provision for taxes attributable to the operation or maintenance of the Separate Account;
- (b) is the value of the assets in the Subaccount at the end of the preceding Valuation Period; and
- (c) is the sum of (i) and (ii), where:
  - (i) is a daily factor adjusted for the number of days in the Valuation Period representing the asset charge deducted from the Subaccount; and
  - (ii) is a daily factor adjusted for the number of days in the Valuation Period representing the service charge, if applicable, deducted from the Subaccount.

The rates for these charges are shown on the Data Pages.

## Withdrawals

When a withdrawal is taken from Participant Withdrawal Account Value, you may direct how to deduct the withdrawal from the Subaccounts. If you do not, the withdrawal will be deducted from the Subaccounts on a prorata basis. A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a withdrawal. The Portfolio determines the amount of the redemption charge. The charge is retained by or paid to the Portfolio and not by or to us. The redemption charge may affect the number and value of Valuation Units withdrawn from the Subaccount that invests in that Portfolio and, therefore, may affect Participant Withdrawal Account Value.

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## TRANSFERS

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A transfer may be made between the Subaccounts attributable to a Participant Withdrawal Account(s). All other transfers between Subaccounts are prohibited. A transfer between Subaccounts involves redemption of assets from the current Subaccount and a purchase of assets of the new Subaccount. When we perform a transfer, the transfer will not affect Participant Withdrawal Account Value on the date of the transfer.

There may only be one Subaccount available under the Contract. However, if there is more than one Subaccount available, you will be limited to the number of monetary transfers allowed among Subaccounts each calendar year. The number of monetary transfers allowed among Subaccounts each calendar year is [three]. If applicable, a request to transfer must be sent to us at our Administrative Office. This request must be in writing or in any form acceptable to us. We may further limit the number and frequency of transfers. We reserve the right to refuse to execute any transfer if any of the Subaccounts that would be affected by the transfer is unable to purchase or redeem shares of the Portfolio in which the Subaccount invests. The transfer will not affect the amount of the Guaranteed Lifetime Withdrawal Amount as of the date of the transfer.

We may restrict transfers. We may limit or modify transfer requests if we determine, in our sole opinion, that transfers made for one or more Participants would be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We may apply restrictions in any manner reasonably designed to prevent any transfer that is considered by us to be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We will not restrict transfers in a manner that would be unfairly discriminatory to the Plan or to Participants. Limitations or modifications that may be applied to transfers may include, but are not limited to:

- imposition of a transfer charge (the maximum amount of any transfer charge is shown on the Data Pages). The transfer charge may affect the number of Valuation Units transferred out of the Subaccount that invests in that Portfolio and, therefore, may affect Participant Withdrawal Account Value;
- the requirement of a minimum time period between transfers;
- not accepting a transfer request from a third party acting under authorization on behalf of more than one contract owner or Participant;
- limiting the maximum dollar amount of transfers made at any one time or for any given period;

- limiting the maximum number of transfers made in each calendar year or in any given period; or
- requiring that a written notice of a transfer request be provided to us.

To the extent permitted by applicable law, we may not accept or we may defer transfers at any time that we are unable to purchase or redeem shares of any of the Portfolios under the Separate Account. In accordance with applicable law, we may terminate the transfer feature under the Contract at any time.

A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a transfer. The Portfolio determines the amount of the redemption charge and the charge is retained by or paid to the Portfolio and not by or to us. The redemption charge will reduce the dollar amount transferred from the current Subaccount to the new Subaccount and will be treated as a withdrawal.

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### PARTICIPANT WITHDRAWAL ACCOUNT VALUATION

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On the date the Participant Withdrawal Account is established, initial Participant Withdrawal Account Value equals the amount allocated to each Subaccount. Thereafter, Participant Withdrawal Account Value allocated to each Subaccount at the end of each Valuation Period is (a) minus (b) minus (c) minus (d) minus (e), where:

- (a) is the Participant Withdrawal Account Value allocated to the Subaccount at the end of the preceding Valuation Period, multiplied by the Subaccount's net investment factor for the current Valuation Period;
- (b) is any Contract charges and administration charges incurred during the current Valuation Period;
- (c) is any withdrawal made from the Subaccount during the current Valuation Period;
- (d) is any premium tax deductions; and
- (e) is Participant Withdrawal Account Value that has been applied to an Annuity.

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### CHARGES

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The following charges as shown on the Data Pages may be assessed:

**Administration Charge** – a charge for establishing and maintaining individual records under the Contract.

**Contract Charge** – a charge for establishing and maintaining the Contract.

The above charges are deducted prorata from the appropriate Subaccounts. The deduction will be treated as a withdrawal from Participant Withdrawal Account. The withdrawal will be allocated to each Participant Withdrawal Account. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the WITHDRAWAL TERMS AND CONDITIONS section, unless otherwise waived by us.

The following charges as shown on the Data Pages are deducted from each Subaccount, assessed on a daily basis and reduce the value of Valuation Units:

**Asset Charge** – a charge assessed for assuming our financial obligations under the Contract.

The following charge as shown on the Data Pages may be assessed. If assessed, the charge is deducted prorata from the Subaccount(s) attributable to a Participant Withdrawal Account. The charge is assessed on a daily basis, and reduces the value of appropriate Valuation Units:

**Service Charge** – a charge assessed for making individual payments.

### **Optional Payment of Charges**

The Contract Owner may request to pay any of the charges in this section directly to us rather than having the charges deducted as described herein. If we agree, the Contract Owner will pay the charges and to the extent that they are so paid we will not deduct them.

**Transfer Charge** – We may make a charge for transfers as described in the TRANSFERS section.

### **Other Expense Withdrawals**

The Contract Owner may notify us in writing that a Plan expense is to be withdrawn from the Subaccounts. Any withdrawal allocated to your Participant Withdrawal Account will adjust your Guaranteed Lifetime Withdrawal Amount as described in the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the WITHDRAWAL TERMS AND CONDITIONS section, unless otherwise waived by us.

### **Change in Charges**

We reserve the right to change the charges as shown on the Data Pages. We must send the Contract Owner advance written notice of such change at least [30] days before the change becomes effective.

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## **GENERAL PROVISIONS**

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### **Assignment**

This Certificate may not be sold, assigned, discounted or pledged to any person. It cannot be used as collateral for a loan. It cannot be used as security for the performance of an obligation. It cannot be alienated for any other purpose.

### **Contract Termination**

Pursuant to the terms of the Contract, the Contract may be terminated. If the Contract is terminated we will accept a direct rollover of Participant Withdrawal Account Value into an individual retirement annuity contract we then offer. We will also accept a direct rollover of Participant Account Value into an individual retirement annuity contract we then offer, provided that the Participant is entitled to receive an eligible rollover distribution from the Plan.

## **Deferment of Payments**

We will make payment within seven days from the date we receive notice of withdrawal. We may defer these payments when:

- the New York Stock Exchange is closed other than customary weekend and holiday closings; or
- the Securities and Exchange Commission restricts trading on the New York Stock Exchange; or
- the Securities and Exchange Commission determines an emergency exists. Due to the emergency, disposal of securities or the determination of the values of net assets of the Separate Account is not reasonably practical.

We may defer the payment to you if we reasonably believe that a competing demand for such payment has been or may be made.

We have the right to defer payment that is derived from any amount recently paid to us by check or draft. We will make payment when we are satisfied the check or draft has been paid by the bank on which it is drawn.

## **Evidence of Death, Age, Marital Status or Survival**

We will require, to be received in our Administrative Office and in a form satisfactory to us, due proof of death, age, marital status or survival and any other required forms before we act on Certificate provisions that require such documentation.

## **Income Tax Qualification**

This Certificate is intended to qualify for tax treatment under Section 401(g) of the Code. An Annuity is intended to qualify for annuity tax treatment under Code Section 72. The Certificate provisions will be interpreted with this intent. We reserve the right to amend this Certificate as needed to maintain its tax status under the Code.

## **Incontestability**

We will not contest this Certificate after the Certificate Date.

## **Misstatement of Age or Participant Withdrawal Account Value**

If any Certificate Owner or Joint Recipient's Age is misstated, any Certificate benefits will be re-determined using the correct Age. If any overpayments have been made, future payments will be adjusted. Any underpayments will be paid in full.

If any Participant Withdrawal Account Value is misstated, benefits will be re-determined using the correct timing and value. If any overpayments of charges have been collected, the overpayment will be paid in full. Any underpayments of charges will be collected in full from the Certificate Owner.

## **Nonparticipating**

This Certificate is nonparticipating. It does not share in our profits or surplus. No dividends are payable.

**Premium Tax**

Premium tax rates and rules vary by state and may change. We reserve the right to deduct any such tax from your benefits. Benefits include payments resulting from a withdrawal or an Annuity.

**Restrictions and Limitations**

This Certificate is issued in conjunction with the Plan named on the Data Pages. We will be under no obligation:

- (a) to determine whether any payment or distribution you request complies with the provisions, terms and conditions of the Plan or with applicable law; or
- (b) to administer the Plan, including, without limitation, any provisions required by the Retirement Equity Act of 1984.

**Written Notice**

All written notices, including proof of death and any required forms, must be sent to our Administrative Office in a form satisfactory to us. All notices must include your name and the Certificate number. We will not be responsible for any actions taken prior to our receipt of a valid change request. We will send correspondence relating to your Certificate to your last known address.



**GROUP GUARANTEED LIFETIME WITHDRAWAL  
CERTIFICATE**

---

**GENWORTH LIFE AND ANNUITY  
INSURANCE COMPANY**

**GENWORTH LIFE AND ANNUITY INSURANCE COMPANY  
WITHDRAWAL START DATE STEP-UP ENDORSEMENT**

---

**This endorsement modifies the specified provisions of your CONTRACT.**

**ACTIONS TAKEN AS OF THE WITHDRAWAL START DATE**

The **Calculation of Guaranteed Lifetime Withdrawal Amount on a Withdrawal Start Date** provision is deleted in its entirety and replaced with the following:

**Calculation of Guaranteed Lifetime Withdrawal Amount on a Withdrawal Start Date**

As of the Withdrawal Start Date, the Guaranteed Lifetime Withdrawal Amount is determined by taking the greater of (a) and (b), multiplied by (c) and, if applicable, multiplied by (d), where:

- (a) is the existing Guaranteed Lifetime Withdrawal Amount;
- (b) is the Guaranteed Lifetime Withdrawal Factor multiplied by the Participant Withdrawal Account Value on the Withdrawal Start Date;
- (c) is the appropriate adjustment factor shown on the Data Pages as of the Withdrawal Start Date; and
- (d) is the Joint Recipient factor as of the Withdrawal Start Date.

If the Withdrawal Start Date is not the Participant's birthday, the Guaranteed Lifetime Withdrawal Amount for the first Withdrawal Year will be adjusted prorata for the number of days from the Withdrawal Start Date to and including the day preceding the next birthday. In this case, the adjusted prorata Guaranteed Lifetime Withdrawal Amount during the first Withdrawal Year is (a) multiplied by (b) divided by (c), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount;
- (b) is the number of days from the Withdrawal Start Date to and including the day preceding the next birthday; and
- (c) is 365 (366 if the first Withdrawal Year contains February 29).

For Genworth Life and Annuity Insurance Company,



[  
Pamela S. Schutz]  
President

*SERFF Tracking Number:*      *GEFA-125813967*                      *State:*                      *Arkansas*  
*Filing Company:*              *Genworth Life and Annuity Insurance Company*    *State Tracking Number:*      *40257*  
*Company Tracking Number:*    *MP7175 07/08*  
*TOI:*                      *A03G Group Annuities - Deferred Variable*      *Sub-TOI:*                      *A03G.002 Flexible Premium*  
*Product Name:*              *Group Flexible Premium Variable Deferred Annuity (MP7175 07/08, P7175 07/08, P5408 07/08)*  
*Project Name/Number:*          *Group GLWB/MP7175 07/08, et al*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: GEFA-125813967 State: Arkansas  
Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 40257  
Company Tracking Number: MP7175 07/08  
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium  
Product Name: Group Flexible Premium Variable Deferred Annuity (MP7175 07/08, P7175 07/08, P5408 07/08)  
Project Name/Number: Group GLWB/MP7175 07/08, et al

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice 09/11/2008

**Comments:**

**Attachment:**

ARcert.pdf

### Review Status:

**Satisfied -Name:** Application 09/11/2008

**Comments:**

We intend to use Form 39908 03/2008, which was approved by your Department on 4/18/08 (file # 38640).

### Review Status:

**Satisfied -Name:** Variability Certification 09/16/2008

**Comments:**

**Attachment:**

CertVar.pdf

# ARKANSAS CERTIFICATION

MP7175 07/08, Group Flexible Premium Variable Deferred Annuity Contract  
P7175 07/08, Group Guaranteed Lifetime Withdrawal Certificate  
P5408 07/08, Withdrawal Start Date Step-Up Endorsement

We certify to the following:

- We have reviewed our issue procedures and can assure you that we are in compliance with Ark. Code Ann. 23-79-138.
- We have reviewed our issue procedures and can assure you that we are in compliance with Regulation 49.
- We are in compliance with Regulation 19§10B as well as all applicable requirements of your Department.
- We have reviewed Regulation 6 (and/or §054 00 CARR 006) and can assure you that we are in compliance with all applicable requirements of your Department.
- To the best of our knowledge and belief, the Flesch Score of the below referenced forms meet any readability requirements in effect in your state. The combined Flesch Score for the following forms is:


## FORM NUMBER

## FLESCH SCORE

MP7175 07/08  
P7175 07/08  
P5408 07/08

Exempt as it serves as a deferred compensation plan.  
Exempt as it serves as a deferred compensation plan.  
Exempt as it serves as a deferred compensation plan.

For Genworth Life and Annuity Insurance Company,

By:   
Vice President, Product Compliance

## **CERTIFICATION OF VARIABILITY**

MP7175 07/08, Group Flexible Premium Variable Deferred Annuity Contract  
P7175 07/08, Group Guaranteed Lifetime Withdrawal Certificate  
P5408 07/08, Withdrawal Start Date Step-Up Endorsement

We certify that the ranges bracketed will be as follows:

---

### **MP7175 07/08, GROUP FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY CONTRACT**

---

#### **Officer Signatures**

Current officer signatures will appear.

#### **Home Office – Administrative Office – Customer Service Telephone Number**

Current home office and administrative addresses and customer service telephone number at issue will appear.

#### **CONTRACT DATA PAGE**

#### **Contract Number**

Contract's number will appear.

#### **Contract Date**

The date the Contract is issued will appear.

#### **Contract Owner**

Contract Owner name will appear.

#### **Issued In**

State of issue will appear.

#### **Plan Sponsor**

If a plan is applicable to the contract, the plan sponsor's name will appear.  
If a plan is not applicable to the contract, the word "None" will appear.

#### **Plan**

If a plan is applicable to the contract, the plan's name will appear.  
If a plan is not applicable to the contract, the word "None" will appear.

#### **Enrollment Age**

Minimum enrollment age is 16 and maximum is 100.

#### **Guaranteed Lifetime Withdrawal Age**

The minimum withdrawal age will never be less than 30 or more than 80.

#### **Guaranteed Lifetime Withdrawal Factor**

The minimum percentage will never be less than 1% or more than 7%.

#### **Adjustment Factor**

*Age at Withdrawal Start Date* – minimum will never be less than 30 or more than 80.  
*Adjustment Factor* – minimum will never be less than 0.5 or more than 1.0.

**Joint Recipient's Minimum Age Limit**

Spousal Joint Recipient – None

Non-spousal Joint Recipient – No limit, to a limit which is Participant's Age minus 10 years

**Joint Annuitant Minimum Age Limit**

Spousal Joint Annuitant – None

Non-spousal Joint Annuitant – No limit, to a limit that is the Annuitant's Age minus 10 years

**Maximum Purchase Payments**

The Company reserves the right to eliminate all Maximum Purchase Payment limitations for certain plans.

**Corrective Distribution Adjustment**

Contract Owner will determine whether the corrective distribution adjustment will impact the Guaranteed Lifetime Withdrawal Amount by canceling any Guaranteed Lifetime Withdrawal Amount attributable to the excess contribution or similar treatment as Pre-Election Withdrawal.

**Contract Amendment Events** (see Contract p.19)

Amendment is negotiated between the Plan Sponsor and Genworth Life and Annuity Insurance Company.

**Contract Suspension Events** (see Contract p.18)

Suspension is negotiated between the Plan Sponsor and Genworth Life and Annuity Insurance Company.

**Contract Termination Events** (see Contract p.18)

Termination is negotiated between the Plan Sponsor and Genworth Life and Annuity Insurance Company.

**Separate Account**

The Genworth Life & Annuity Group VA Separate Account 2 will be used, although we reserve the right to change Separate Accounts as described on Contract page 12.

**Effective**

The applicable effective date of the Separate Account.

**Subaccounts**

The Subaccounts will vary based on customer demand.

**Asset Charge**

The annual charge will never be less than 25 basis points or more than 300 basis points. We may guarantee that the charge will not change for a stated period.

**Service Charge**

The annual charge will never be less than zero or more than 75 basis points.

**Administration Charge**

The annual charge will never be less than zero and no more than \$100 per Participant at the beginning of the Contract year deducted as of the last day of the Contract year.

**Contract Charge**

The charge will never be less than zero or more than \$500 annually.

**Contract Termination Charge**

The Contract Termination Charge will never be less than zero or more than 10% of the maximum Contract Value during the twelve months prior to the termination date.

**Maximum Transfer Charge**

The charge will never be less than zero or more than \$50 per occurrence.

**Portfolio Redemption Charge**

The Portfolio Redemption Charge is a charge assessed by the Portfolio. FINRA is considering a rule to mandate the imposition of a portfolio redemption charge under certain circumstances.

**Contract Redemption Charge**

A Contract Redemption Charge of a minimum of 0.25% to a maximum of 5% may be assessed by the Company for withdrawals from a Participant Account attributable to Purchase Payments that have not been held in such Participant Account for a minimum of 1 day to a maximum of 180 days. If this charge is not assessed, the word "None" will appear. Also, there will not be a charge for the first 90 days if the contract is sold to a Qualified Deferred Annuity (QDA).

**Annuity Rates**

The *Annuity 2000 Mortality Table*, with adjustment for mortality improvement will be used with an interest rate of 1% to 5%. On a unisex basis, a blend of the female and male tables will be used with blends of female percentages varying from 100% to 0%. We reserve the right to change to an updated version of the Annuity Mortality Table when one becomes available.

**Endorsement(s)/Rider(s)**

If any endorsements and/or riders are issued, this section will appear and will include each Form Number, Title, and Effective Date. If no endorsements and/or riders are issued, this section will not appear.

**CONTRACT TEXT****Election on a Withdrawal Start Date to Begin Post-Election Withdrawals (page 9)**

- *Post-Election Withdrawals* will be no less than \$1 to \$500.
- *Payment* will be no less than \$1 to \$500.
- *Post-Election Withdrawals not made pursuant to a payment schedule* will be no less than \$1 to \$500.
- *Guaranteed Lifetime Withdrawal Amount* will be no less than \$100 to \$5,000 on a Withdrawal Start Date.

**Certificate Termination Due to Excess Withdrawals (page 11)**

- *Excess Withdrawals cause a Guaranteed Lifetime Withdrawal Amount* will be no less than \$100 to \$5,000.
- The *Annuity 2000 Mortality Table*, with adjustment for mortality improvement, will be used with an interest rate of 1% to 5%. On a unisex basis, a blend of the female and male tables will be used with blends of female percentages varying from 100% to 0%. We reserve the right to change to an updated version of the Annuity Mortality Table when one becomes available.

**Transfers (page 15)**

No less than zero and no more than 12 transfers will be allowed each calendar year.

**Optional Payments of Charges (Page 17)**

*Payment of a charge* – no less 30 days and no more than 365 days.

**Changes in Charges (page 18)**

*Advance written notice* – no less than 30 days and no more than 365 days.

**Contract Suspension (page 18)**

*Company written notice to Suspend the Contract* – no less than 30 days and no more than 365 days.

**Contract Termination (page 18-19)**

*Contract Owner written notice of Termination* – no less than 30 days and no more than 365 days.

*Company written notice to Terminate the Contract* – no less than 30 days and no more than 365 days.



**Entire Contract (page 19-20)**

*Amendment will take effect– no less than 30 days and no more than 365 days.*

*Amendment (due to legal action) will take effect– no less than 30 days and no more than 365 days.*

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**P7175 07/08, GROUP GUARANTEED LIFETIME WITHDRAWAL CERTIFICATE**

---

**Officer Signatures**

Current officer signatures will appear.

**Home Office – Administrative Office – Customer Service Telephone Number**

Current home office and administrative addresses and customer service telephone number at issue will appear.

**CERTIFICATE DATA PAGE**

**Group Contract Number**

Group Contract Number will appear.

**Contract Owner**

Contract Owner name will appear.

**Plan Sponsor**

If a plan is applicable to the contract, the plan sponsor's name will appear.

If a plan is not applicable to the contract, the word "None" will appear.

**Plan**

If a plan is applicable to the contract, the plan's name will appear.

If a plan is not applicable to the contract, the word "None" will appear.

**Certificate Number**

Certificate Number will appear.

**Certificate Owner**

Certificate Owner name will appear.

**Date of Birth**

The Certificate Owner's Date of Birth will appear.

**Age**

The Certificate Owner's Age will appear.

**Joint Recipient**

If a Joint Recipient is applicable to the Certificate, the name will appear.

If a Joint Recipient is not applicable, this field will not appear.

**Date of Birth**

If a Joint Recipient is applicable to the Certificate, the Date of Birth will appear.

If a Joint Recipient is not applicable, this field will not appear.

**Age**

If a Joint Recipient is applicable to the Certificate, the Age will appear.

If a Joint Recipient is not applicable, this field will not appear.

**Withdrawal Start Date**

Withdrawal Start Date will appear.

**Guaranteed Lifetime Withdrawal Factor**

The minimum percentage will never be less than 1% or more than 7%.

**Initial Unadjusted Guaranteed Lifetime Withdrawal Amount**

The Initial Unadjusted Guaranteed Lifetime Withdrawal Amount will appear.

**Adjusted Guaranteed Lifetime Withdrawal Amount for the First Withdrawal Year**

The Adjusted Guaranteed Lifetime Withdrawal Amount for the First Withdrawal Year will appear.

**First Withdrawal Year**

First Withdrawal Year date range will appear.

**Separate Account**

The Genworth Life & Annuity Group VA Separate Account 2 will be used, although we reserve the right to change Separate Accounts as described in the Contract.

**Effective**

The applicable effective date of the Separate Account.

**Subaccounts**

The Subaccounts will vary based on customer demand.

**Asset Charge**

The annual charge will never be less than 25 basis points or more than 300 basis points. We may guarantee that the charge will not change for a stated period.

**Service Charge**

The annual charge will never be less than zero or more than 75 basis points.

**Administration Charge**

The annual charge will never be less than zero and no more than \$100 per Participant at the beginning of the Contract year deducted as of the last day of the Contract year.

**Contract Charge**

The charge will never be less than zero or more than \$500 annually.

**Contract Termination Charge**

The Contract Termination Charge will never be less than zero or more than 10% of the maximum Contract Value during the twelve months prior to the termination date.

**Maximum Transfer Charge**

The charge will never be less than zero or more than \$50 per occurrence.

**Portfolio Redemption Charge**

The Portfolio Redemption Charge is a charge assessed by the Portfolio. FINRA is considering a rule to mandate the imposition of a portfolio redemption charge under certain circumstances.

**Endorsement(s)/Rider(s)**

If any endorsements and/or riders are issued, this section will appear and will include each Form Number, Title, and Effective Date. If no endorsements and/or riders are issued, this section will not appear.

**CERTIFICATE TEXT****Payment of Withdrawals (page 6)**

- *Post-Election Withdrawals* will be no less than \$1 to \$500.
- *Payments* will be no less than \$1 to \$500.
- *Post-Election Withdrawals not made pursuant to a payment schedule* will be no less than \$1 to \$500.

**Certificate Termination Due to Excess Withdrawals (page 7)**

- *Excess Withdrawals* cause a *Guaranteed Lifetime Withdrawal Amount* will be no less than \$100 to \$5,000.
- The *Annuity 2000 Mortality Table*, with adjustment for mortality improvement, will be used with an interest rate of 1% to 5%. On a unisex basis, a blend of the female and male tables will be used with blends of female percentages varying from 100% to 0%. We reserve the right to change to an updated version of the Annuity Mortality Table when one becomes available.

**Transfers (page 10)**

No less than zero and no more than 12 transfers will be allowed each calendar year.

**Changes in Charges (page 12)**

*Advance written notice* – no less than 30 days and no more than 365 days.

---

**P5408 07/08, WITHDRAWAL START DATE STEP-UP ENDORSEMENT**

---

**Officer Signature**

Current president's signature will appear.

None of the above mentioned items would be bracketed when the contract/certificates are issued. Any change in the text that is marked as variable will only be effective for future issues. We certify that our use of variability will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.

For Genworth Life and Annuity Insurance Company



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Paul Loveland  
Vice President, Product Compliance

SERFF Tracking Number: GEFA-125813967 State: Arkansas

Filing Company: Genworth Life and Annuity Insurance Company State Tracking Number: 40257

Company Tracking Number: MP7175 07/08

TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium

Product Name: Group Flexible Premium Variable Deferred Annuity (MP7175 07/08, P7175 07/08, P5408 07/08)

Project Name/Number: Group GLWB/MP7175 07/08, et al

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Group Flexible Premium Variable Deferred Annuity Contract	09/16/2008	MP7175_0708.pdf
No original date	Form	Group Guaranteed Lifetime Withdrawal Certificate	09/16/2008	P7175_0708.pdf


# GROUP FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY CONTRACT

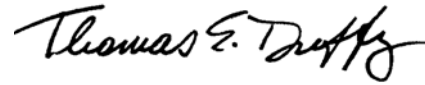
---

**Please read your Contract carefully.** This Contract is a legal contract between the Contract Owner ("you" or "your") and Genworth Life and Annuity Insurance Company (the "Company," "we," "us" or "our"). We agree to provide guaranteed lifetime withdrawals, subject to Contract provisions.

**CONTRACT VALUE WILL DEPEND ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT. THE VALUE IN THE SEPARATE ACCOUNT MAY INCREASE OR DECREASE DAILY AND IS NOT GUARANTEED AS TO DOLLAR AMOUNT.**

For Genworth Life and Annuity Insurance Company,

[   
PAMELA S. SCHUTZ]  
PRESIDENT

[   
THOMAS E. DUFFY]  
SECRETARY

## GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

**GROUP FLEXIBLE PREMIUM VARIABLE DEFERRED ANNUITY CONTRACT  
ALLOCATED GUARANTEED RETIREMENT INCOME ANNUITY  
NONPARTICIPATING STOCK COMPANY  
CUSTOMER SERVICE TELEPHONE [(866) 360-4015]  
HOME OFFICE:  
[6610 WEST BROAD STREET, RICHMOND, VIRGINIA 23230]  
ADMINISTRATIVE OFFICE:  
[PO BOX 27601, RICHMOND, VIRGINIA 23286-8786]**

## Data Pages

Contract Number: [0000000000]

Contract Date: [March 1, 2008]

Contract Owner: [ABC Corporation Pension Plan]

Issued In: [Anywhere, USA and Governed by its Laws]

Plan Sponsor: [ABC Corporation]

Plan: [ABC Corporation Pension Plan]

Enrollment Age: [50]

Guaranteed Lifetime  
Withdrawal Age: [55]

Guaranteed Lifetime  
Withdrawal Factor: [5%]

Adjustment Factor:	<u>Age at Withdrawal Start Date</u>	<u>Adjustment Factor</u>
	Greater than or equal to [65	1.0]
	[On or between 59½ – 64	0.9]
	[On or between 55 – one day prior to 59½	0.8]

Joint Recipient's Minimum  
Age Limit: [Spousal Joint Recipient – None]  
[Non-spousal Joint Recipient – Participant's Age minus 10 years]

Joint Annuitant's Minimum  
Age Limit: [Spousal Joint Annuitant – None]  
[Non-spousal Joint Annuitant – Annuitant's Age minus 10 years]

Maximum Purchase Payments: [Per Participant, we will accept each month:  
(a) the greater of 2.0% of Participant account balance in the Plan; or  
(b) all Purchase Payments credited for that month]

Corrective Distribution  
Adjustment: [If the Pre-Election Withdrawal is treated as a corrective distribution under the Code, the Guaranteed Lifetime Withdrawal Amount will be adjusted for that Participant by canceling any Guaranteed Lifetime Withdrawal Amount attributable to the excess contribution. Otherwise, if the Pre-Election Withdrawal is made after the period allowed for corrective distributions and is taxed as a withdrawal from the Plan, it will be treated as a *Pre-Election Withdrawal* under the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision.]

IF YOU HAVE A QUESTION, WOULD LIKE TO OBTAIN INFORMATION ABOUT THIS CONTRACT, OR NEED ASSISTANCE RESOLVING A COMPLAINT, PLEASE CALL OUR ADMINISTRATIVE OFFICE TOLL FREE AT [(866) 360-4015].

## Data Pages

Contract Number: [0000000000]

Contract Amendment Events: [None]

Contract Suspension Events: [Occurs when a Portfolio which has Contract Value or to which Participant Contract Value has been applied to:

- (a) fails to adhere to its respective investment guidelines as provided to us and/or as stated in a Portfolio's prospectus on the Contract date; or
- (b) fails, in six of eight consecutive quarters, to meet each of the following performance benchmarks determined at Portfolio net asset value; a rolling three (3) and a rolling five (5) year annualized rate of return, minus .50%, of a 60% S&P 500 / 40% Lehman Aggregate Bond Index. Notwithstanding the foregoing, these performance benchmarks are not applicable if a Portfolio's absolute annualized performance for the three and five year period exceeds 10%.
- (c) Contract Suspension will be deemed to be cured if the Contract Owner within 30 business days substitutes a Portfolio(s) for the Portfolio which caused the Contract Suspension Event to occur.]

[The Company's election to suspend the Contract.]

Contract Termination Events: [Failure to cure a Contract Suspension Event, other than the Company's unilateral election to suspend the Contract, to the satisfaction to the Company.]

Separate Account: [Genworth Life & Annuity Group VA Separate Account 2]

Effective: [01/01/06]  
Subaccounts

[GEI Total Return Fund – Class 2]

Are Invested In  
[GE Investments Funds, Inc.]  
 [Total Return Fund – Class 2]

Asset Charge: [0.80% Annually (0.002201% Daily)]

Service Charge: [0.15% Annually (0.000411% Daily)]

Administration Charge: [\$0]

Contract Charge: [\$0]

Contract Termination Charge:	[Number of Completed Contract Years Before Termination]	[Charge as a Percentage of Maximum Contract Value Within the 12-month Period Prior to the Termination Date]
	[less than 1]	[5.0]
	[1 but less than 2]	[5.0]
	[2 but less than 3]	[4.0]
	[3 but less than 4]	[3.0]
	[4 but less than 5]	[2.5]
	[5 but less than 6]	[2.0]
	[6 but less than 7]	[1.0]
	[thereafter]	[0.0]

## Data Pages

Contract Number: [0000000000]

Maximum Transfer Charge: [\$25]

Portfolio Redemption Charge: [Each Portfolio may impose a redemption charge which it retains.]

Contract Redemption Charge: [We may impose a [1.0%] Contract redemption charge for withdrawals from a Participant Account attributable to Purchase Payments that have not been held in such Participant Account for at least [90] days.]

## Annuity Rates

The annual payment rate is based on the [Annuity 2000 Female Mortality Table], using an interest rate of [1.0%].

[Qualified Joint and 50% Survivor, Life Annuity  
Annual payment rates for each \$1,000 of Premium]

Annuitant Age	Joint Annuitant Age								
	60	65	70	75	80	85	90	95	100
60	38.58	39.74	40.61	41.20	41.57	41.79	41.90	41.96	41.99
65	42.61	44.50	46.08	47.25	48.03	48.49	48.74	48.87	48.94
70	47.07	49.95	52.62	54.84	56.45	57.48	58.06	58.36	58.54
75	51.93	56.04	60.24	64.15	67.35	69.60	70.98	71.74	72.19
80	57.02	62.50	68.59	74.93	80.77	85.42	88.56	90.44	91.65
85	62.04	68.93	77.12	86.43	96.05	104.73	111.31	115.66	118.72
90	66.47	74.67	84.86	97.25	111.26	125.40	137.41	146.16	152.95
95	69.92	79.18	91.03	106.11	124.32	144.35	163.05	177.90	190.44
100	72.90	83.11	96.45	114.02	136.39	162.90	189.99	213.45	235.12

Rates for ages and other Joint percentage survivorship income not shown will be furnished upon request.]

[ENDORSEMENT(S)/RIDER(S):

Form Number

Title

Effective Date

Form XXXX

Endorsement XXX

XX/XX/XXXX]



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Copies of any riders and endorsements follow page 22.

## DEFINITIONS

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**Administrative Office** – Our Administrative Office that is located at the address shown on the Contract cover page.

**Age** – On any date, Age as of the last birthday.

**Alternate Payee** – An Alternate Payee under a qualified domestic relations order. If a Participant Account is established for an Alternate Payee, the Alternate Payee is treated as a Participant for purposes of this Contract.

**Annuitant** – A person whose Age determines the distribution amount under an Annuity.

**Annuity** – Distributions to be made in the form of a series of payments as determined under the terms of this Contract that are not made from a Participant Account or a Participant Withdrawal Account.

**Annuity Certificate** – The document issued to a Participant who selects an optional form of payment describing the Annuity income payments and the Participant's rights and obligations with respect to an Annuity that are not made from a Participant Account or a Participant Withdrawal Account.

**Beneficiary** – The person or entity entitled to receive any remaining Participant Withdrawal Account Value upon the death of the Participant and, if applicable, Joint Recipient.

**Certificate** – The document issued at a Withdrawal Start Date describing rights and obligations with respect to the interest in a Participant Withdrawal Account.

**Certificate Owner** – The person or entity named on the data page of a Certificate or Annuity Certificate.

**Code** – The Internal Revenue Code of 1986, as amended.

**Company** – Genworth Life and Annuity Insurance Company (also referred to as “we”, “us” or “our”).

**Contract** – This group flexible premium variable deferred annuity Contract with any attached riders, endorsements and Certificate or Annuity Certificate forms.

**Contract Date** – The date the Contract is issued and becomes effective. The Contract Date is shown on the Data Pages. It is used to determine Contract years and anniversaries.

**Contract Owner** – The Contract Owner shown on the Data Pages. The Contract Owner may exercise all of the rights and privileges under the Contract. All ownership rights with respect to any issued Certificate or Annuity Certificate shall belong to the Participant (or Joint Recipient or Joint Annuitant, as appropriate) as may be designated under the terms of the Certificate or Annuity Certificate or determined through the operation of law. “You” or “your” refers to the Contract Owner.

**Contract Value** – The amount equal to the sum of all values allocated to each Subaccount. Contract Value excludes values applied to an Annuity.

**Excess Withdrawal** – A Post-Election Withdrawal or portion thereof, that when added to all other Post-Election Withdrawals in a Withdrawal Year exceeds the Guaranteed Lifetime Withdrawal Amount.

**Fund** – Any open-end management investment company or unit investment trust in which the Separate Account invests.

**Guaranteed Lifetime Withdrawal Amount** – The total amount we guarantee that a Participant, and any Joint Recipient, may withdraw from Participant Contract Value in a Withdrawal Year without reducing the Guaranteed Lifetime Withdrawal Amount for later years.

**Guaranteed Lifetime Withdrawal Factor** – A factor as shown on the Data Pages used in the calculation of the Guaranteed Lifetime Withdrawal Amount.

**Joint Annuitant** – The person whose Age, together with the Annuitant’s Age, determines the distribution amount under a joint and survivor Annuity.

**Joint Recipient** – A person named to succeed to the rights with respect to a Participant under a Certificate and who must be a Plan beneficiary.

**Participant** – A person who participates in the Plan including anyone who derives an interest as an Alternate Payee or spousal Plan beneficiary.

**Participant Account** – The portion of Participant Contract Value allocated by you to a Participant’s individual account under the Plan that is not allocated to any Participant Withdrawal Account.

**Participant Account Value** – As of any Valuation Day the value in a Participant Account.

**Participant Contract Value** – The portion of the Contract Value allocated by you to a Participant's individual account under the Plan. Participant Contract Value refers to the values attributable to a Participant Account and any Participant Withdrawal Account(s).

**Participant Withdrawal Account** – The account which receives the amount transferred from a Participant Account to commence the distribution of Post-Election Withdrawals. Thereafter, the Participant Withdrawal Account will be adjusted to reflect any withdrawals, investment gains, investment losses and any applicable Contract charges.

**Participant Withdrawal Account Value** – As of any Valuation Day the value in a Participant Withdrawal Account.

**Plan** – The qualified plan shown on the Data Pages. This Contract is issued as a funding vehicle for the Plan. The Plan is not part of this Contract.

**Plan Sponsor** – Any employer, employee organization, association, committee or joint board of trustees authorized to enter into this Contract on behalf of the Plan.

**Post-Election Withdrawal** – A gross amount withdrawn from a Participant Withdrawal Account pursuant to this Contract, before any reduction for taxes withheld, redemption fees, or any applicable premium taxes or transfer charges, made on behalf of a Participant on or after a Withdrawal Start Date.

**Portfolio** – A division of a Fund, the assets of which are separate from other Portfolios that may be available in the Fund. Each Portfolio has its own investment objective. Not all Portfolios may be available in all Plans.

**Pre-Election Withdrawal** – A gross amount withdrawn from a Participant Account pursuant to this Contract, before any reduction for taxes withheld, redemption fees, or any applicable premium taxes or transfer charges, made on behalf of a Participant prior to a Withdrawal Start Date.

**Premium** – An amount used to purchase an Annuity.

**Purchase Payment** – A payment received by us and applied to this Contract. All payments must be received in United States dollars.

**Separate Account** – Our segregated asset account as shown on the Data Pages.

**Subaccount** – A Subaccount of the Separate Account, the assets of which are invested exclusively in a corresponding Portfolio.

**Surrender Value** – The Contract Value less the sum of all Participant Withdrawal Account Values on the date the Contract terminates less any applicable taxes or charges. The following taxes and charges may apply: (i) contract charge; (ii) administration charge; (iii) premium tax and (iv) contract termination charge. If the termination date is not a Valuation Day, the Contract Value as of the next Valuation Day will be used in calculating the Surrender Value.

**Valuation Day** – For each Subaccount, each day on which the New York Stock Exchange is open for regular trading, except for days that the Subaccount's corresponding Portfolio does not value its shares. Requests for transactions received on a Valuation Day will be considered to be received on that same Valuation Day or on the next Valuation Day, as determined in accordance with the following procedures. For each Subaccount on each Valuation Day, we process transaction orders for that Subaccount and submit the order to the Portfolio in which the Subaccount invests. In accordance with applicable regulations, each Portfolio establishes a cut-off time by which the Portfolio must receive an order for it to receive the Portfolio's next-calculated net asset value per share. This time is disclosed in each Portfolio's prospectus or declaration of trust and may change from time to time. We have established a cut-off time for each Subaccount by which we must have received a transaction order for it to receive the next-calculated unit value that is based on the next-calculated net asset value per share of the corresponding Portfolio. We set the Subaccount's cut-off time far enough in advance of the corresponding Portfolio's cut-off time to reasonably permit us to process transaction orders and submit the orders to the Portfolio by its cut-off times. There can be no assurance that we will be able to process orders in time for the orders to receive the next-calculated unit value based on the next-calculated net asset value per share of the corresponding Portfolio on every Valuation Day. We may change our cut-off times periodically. All requests for transactions that we receive for a Subaccount after the Subaccount's cut-off time in effect for a Valuation Day will be considered to be received on the next Valuation Day.

**Valuation Period** – A period that starts at the close of regular trading on the New York Stock Exchange on any Valuation Day and ends at the close of regular trading on the next succeeding Valuation Day.

**Valuation Unit** – A unit of measure used in calculating Contract Value.

**Withdrawal Start Date** – The Valuation Day on which we receive written notice of a Participant election to begin Post-Election Withdrawals.

**Withdrawal Year** – The first Withdrawal Year is the period of time beginning on the Withdrawal Start Date and ending on the day prior to the Participant's next birthday. Subsequent Withdrawal Years are the one-year periods beginning on each birthday.

## **GENERAL FEATURES**

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This Contract provides for the purchase of Guaranteed Lifetime Withdrawal Amounts for the benefit of Participants. Investment experience in a Subaccount(s) will not cause a Guaranteed Lifetime Withdrawal Amount to decrease.

Subject to Plan rules, a Participant has access to Participant Contract Value at any time. However, certain types of withdrawals from Participant Contract Value may cause the Guaranteed Lifetime Withdrawal Amount to decrease.

After a Withdrawal Start Date, if Participant Withdrawal Account Value is less than the Guaranteed Lifetime Withdrawal Amount, we will use the Participant Withdrawal Account Value to purchase a lifetime Annuity on behalf of the Participant. The annual payment amount will be equal to the then current Guaranteed Lifetime Withdrawal Amount.

## PRE-WITHDRAWAL START DATE PHASE

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When you make Purchase Payments you determine how to allocate those amounts to Participant Accounts for the benefit of Participants who have attained the enrollment age as shown on the Data Pages.

### **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date**

*Initial Purchase Payment:* upon establishing a Participant Account with an initial Purchase Payment, the initial Guaranteed Lifetime Withdrawal Amount equals (a) multiplied by (b), where:

- (a) is the initial Purchase Payment; and
- (b) is the Guaranteed Lifetime Withdrawal Factor.

*Subsequent Purchase Payment:* upon each subsequent Purchase Payment allocated to a Participant Account the Guaranteed Lifetime Withdrawal Amount on that date is equal to (a) plus (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount immediately prior to the subsequent Purchase Payment; and
- (b) is (i) multiplied by (ii), where:
  - (i) is the Guaranteed Lifetime Withdrawal Factor; and
  - (ii) is the amount of the subsequent Purchase Payment allocated to the Participant Account.

*Participant's birthday:* upon a Participant's birthday the Guaranteed Lifetime Withdrawal Amount on that date is equal to the greater of (a) and (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount on the birthday; and
- (b) is (i) multiplied by (ii), where:
  - (i) is the Guaranteed Lifetime Withdrawal Factor; and
  - (ii) is the Participant Account Value on the birthday.

If the birthday does not fall on a Valuation Day, we calculate the Guaranteed Lifetime Withdrawal Amount on the previous Valuation Day.

*Pre-Election Withdrawal:* upon a Pre-Election Withdrawal the Guaranteed Lifetime Withdrawal Amount on that date is equal to (a) multiplied by (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount immediately prior to the Pre-Election Withdrawal; and
- (b) is one minus the result of (i) divided by (ii), where:
  - (i) is the amount of the Pre-Election Withdrawal; and
  - (ii) is the Participant Account Value immediately prior to the Pre-Election Withdrawal.

### **Amounts Withdrawn Pursuant to a Qualified Domestic Relations Order**

Any amounts you transfer to an Alternate Payee from a Participant Account pursuant to a qualified domestic relations order (QDRO) will be treated as a Pre-Election Withdrawal for purposes of determining the Guaranteed Lifetime Withdrawal Amount for a Participant who is the source of the amounts to be transferred to an Alternate Payee. If any amount transferred is used to establish a Participant Account for the Alternate Payee, the initial Guaranteed Lifetime Withdrawal Amount equals (a) multiplied by (b) divided by (c) where:

- (a) is the Participant's Guaranteed Lifetime Withdrawal Amount immediately prior to the transfer;
- (b) is the amount transferred to establish the Participant Account for the Alternate Payee; and
- (c) is the Participant Account Value immediately prior to the transfer.

### **Corrective Distribution Withdrawals**

The Contract Owner may take a Pre-Election Withdrawal on behalf of a Participant to satisfy contribution limits under the Code. To do so, the excess contribution amount and the Pre-Election Withdrawal amount needed to make the corrective distribution must be provided to us. The Guaranteed Lifetime Withdrawal Amount will be adjusted for that Participant using the corrective distribution adjustment as shown on the Data Pages.

### **Allocations to a Participant Account After a Withdrawal Start Date**

You may allocate Purchase Payments to a Participant Account after a Withdrawal Start Date. However, such allocation will establish a unique Guaranteed Lifetime Withdrawal Amount in accordance with the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision.

### **Participant Death Before a Withdrawal Start Date**

If a Participant dies before a Withdrawal Start Date and the Participant's spouse is not a Plan beneficiary, the Guaranteed Lifetime Withdrawal Amount is reduced to zero on the date of death. You may withdraw the Participant Account Value to pay the Plan beneficiary.

If a Participant's spouse is a Plan beneficiary, the Guaranteed Lifetime Withdrawal Amount is adjusted upon the Participant's death. The spousal Plan beneficiary will be allocated a percentage of the deceased Participant's Guaranteed Lifetime Withdrawal Amount and Participant Account Value. This percentage is equal to the percentage of the Participant Account Value allocated to the spousal Plan beneficiary as determined by the Plan. Any remaining portion of the Guaranteed Lifetime Withdrawal Amount that is not allocated to a spousal Plan beneficiary shall be reduced to zero.

Thereafter, the spousal Plan beneficiary will be treated as a Participant under the Contract.

## **ACTIONS TAKEN AS OF THE WITHDRAWAL START DATE**

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### **Election on a Withdrawal Start Date to Begin Post-Election Withdrawals**

You may direct us to begin Post-Election Withdrawals on behalf of a Participant by giving us written notice on or after the guaranteed lifetime withdrawal Age as shown on the Data Pages. Unless otherwise requested, Post-Election Withdrawals will be paid in a Withdrawal Year in monthly amounts equal to the Guaranteed Lifetime Withdrawal Amount divided by the number of months in a Withdrawal Year. If monthly payments result in Post-Election Withdrawals of less than [\$100], we reserve the right to change the payment schedule so that each payment is at least [\$100]. Other payment schedules may be available. Any Post-Election Withdrawal that is not made pursuant to a payment schedule must be at least [\$100]. If the Guaranteed Lifetime Withdrawal Amount is determined to be less than [\$100] on the Withdrawal Start Date, the request to begin Post-Election Withdrawals will not be processed.

Upon a Withdrawal Start Date, we will establish a Participant Withdrawal Account.

### **Addition of a Joint Recipient**

A Participant may name a Joint Recipient on the Withdrawal Start Date. If a Joint Recipient is named, the Guaranteed Lifetime Withdrawal Amount is adjusted to recognize combined life expectancy. If the Joint Recipient is not the Participant's spouse, such person's Age must satisfy the Joint Recipient's minimum Age limit on the Data Pages. The Joint Recipient will be the Beneficiary with respect to the Participant Withdrawal Account.

### **Calculation of Guaranteed Lifetime Withdrawal Amount on a Withdrawal Start Date**

On a Withdrawal Start Date, the Guaranteed Lifetime Withdrawal Amount is determined by taking (a) multiplied by (b) and, if applicable, multiplied by (c), where:

- (a) is the existing Guaranteed Lifetime Withdrawal Amount;
- (b) is the appropriate adjustment factor shown on the Data Pages as of the Withdrawal Start Date; and
- (c) is the Joint Recipient factor as of the Withdrawal Start Date.

If the Withdrawal Start Date is not the Participant's birthday, the Guaranteed Lifetime Withdrawal Amount for the first Withdrawal Year will be adjusted prorata for the number of days from the Withdrawal Start Date to and including the day preceding the next birthday. In this case, the adjusted prorata Guaranteed Lifetime Withdrawal Amount during the first Withdrawal Year is (a) multiplied by (b) divided by (c), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount;
- (b) is the number of days from the Withdrawal Start Date to and including the day preceding the next birthday; and
- (c) is 365 (366 if the first Withdrawal Year contains February 29).

## **POST-WITHDRAWAL START DATE PHASE**

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### **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date**

The Guaranteed Lifetime Withdrawal Amount is recalculated for each Withdrawal Year on the first day of a Withdrawal Year. If the first day of a Withdrawal Year is not a Valuation Day, we calculate the Guaranteed Lifetime Withdrawal Amount on the prior Valuation Day. On that date, such Guaranteed Lifetime Withdrawal Amount will be the greater of (a) and (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount for the prior Withdrawal Year, adjusted for Excess Withdrawals, if any, during the prior Withdrawal Year; and
- (b) is the Participant Withdrawal Account Value multiplied by (i), multiplied by (ii), and, if applicable, multiplied by (iii), where:
  - (i) is the Guaranteed Lifetime Withdrawal Factor;
  - (ii) is the appropriate adjustment factor as shown on the Data Pages as of the Withdrawal Start Date; and
  - (iii) is the Joint Recipient factor as of the Withdrawal Start Date.

### **Excess Withdrawals**

Whenever an Excess Withdrawal is taken, the Guaranteed Lifetime Withdrawal Amount is immediately reduced. The reduced Guaranteed Lifetime Withdrawal Amount is the Guaranteed Lifetime Withdrawal Amount prior to the Excess Withdrawal multiplied by: one minus the result of (a) divided by (b), where:

- (a) is the Excess Withdrawal amount; and
- (b) is the Participant Withdrawal Account Value immediately prior to processing the Excess Withdrawal.

### **Required Minimum Distributions**

If the required minimum distribution amount, attributable to the Participant Withdrawal Account, calculated for a calendar year ("RMD amount") exceeds the Guaranteed Lifetime Withdrawal Amount (disregarding the adjustment for the first Withdrawal Year) for the Withdrawal Year within which the calendar year begins ("current Withdrawal Year"), the excess, if distributed, will not be treated as an Excess Withdrawal for the current Withdrawal Year. If the RMD amount is not distributed in the current Withdrawal Year, the lesser of amount (a) or (b) if distributed, will not be treated as an Excess Withdrawal for the subsequent Withdrawal Year, where:

- (a) is the difference between the RMD amount and the sum of withdrawals made during the current Withdrawal Year; and
- (b) is the difference between the RMD amount and the unadjusted Guaranteed Lifetime Withdrawal Amount for the current Withdrawal Year.



### **Amounts Withdrawn Pursuant to a Qualified Domestic Relations Order**

Any amounts you transfer to an Alternate Payee from a Participant Withdrawal Account pursuant to a QDRO will be treated as a Pre-Election Withdrawal for purposes of determining the Guaranteed Lifetime Withdrawal Amount for a Participant who is the source of the amounts to be transferred to an Alternate Payee. If any amount transferred is used to establish a Participant Account for the Alternate Payee, the initial Guaranteed Lifetime Withdrawal Amount equals (a) multiplied by (b) divided by (c), where:

- (a) is the Participant's Guaranteed Lifetime Withdrawal Amount immediately prior to the transfer;
- (b) is the amount transferred to establish the Participant Account for the Alternate Payee; and
- (c) is the Participant Withdrawal Account Value immediately prior to the transfer.

The Guaranteed Lifetime Withdrawal Factor in effect on the date of transfer will continue to apply to the Participant and the Alternate Payee.

### **Certificate Termination Due to Excess Withdrawals**

When Excess Withdrawals cause a Guaranteed Lifetime Withdrawal Amount to be less than [\$100], the Certificate will terminate and you may withdraw current Participant Withdrawal Account Value. On the date of Certificate termination, if the present value of the Guaranteed Lifetime Withdrawal Amount, calculated using the [Annuity 2000 Mortality Table] and an interest rate of [4%], is higher than the current Participant Withdrawal Account Value, we will pay that excess amount in a single sum.

### **Annuity Purchase Due to Minimal Participant Withdrawal Account Value**

When the current Participant Withdrawal Account Value is less than the Guaranteed Lifetime Withdrawal Amount, the remaining Participant Withdrawal Account Value will be applied as Premium to purchase an Annuity. The Annuity will be a life-contingent fixed Annuity with a guaranteed annual payment equal to the current Guaranteed Lifetime Withdrawal Amount.

If there is no Joint Recipient, the Annuity will be paid for the life of the Participant. If there is a Joint Recipient, the Annuity will be paid while either the Participant or Joint Recipient is living.

If the Participant and Joint Recipient die before the Premium amount has been received as Annuity payments, we will pay the difference between the Premium and the sum of the Annuity payments received to the beneficiary of the Certificate.

### **Participant Death After a Withdrawal Start Date and Before the Purchase of an Annuity**

If after a Withdrawal Start Date a Joint Recipient survives the Participant, the Joint Recipient may continue to take Post-Election Withdrawals, as described in the Certificate. Upon the last death of the Participant and any Joint Recipient, the Guaranteed Lifetime Withdrawal Amount is reduced to zero. You may then withdraw the Participant Withdrawal Account Value to pay the Beneficiary.

## **OPTIONAL FORMS OF PAYMENT**

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Prior to a Withdrawal Start Date, you may direct us to apply Participant Account Value as Premium to purchase one of the Annuity forms described in this section. Once the Premium is paid to us, the Participant becomes the Annuitant and the Guaranteed Lifetime Withdrawal Amount is reduced to zero.

The Annuity forms available are a joint and survivor Annuity payable for the life of the Annuitant, with payments of not less than 50% and no more than 100% of the Annuity payments in effect during the Annuitant's lifetime, continuing for the life of the Joint Annuitant after the Annuitant's death.

If the Joint Annuitant is not the Annuitant's spouse, such Joint Annuitant's Age must satisfy the Joint Annuitant's minimum Age limit shown on the Data Pages.

The annual payment rates, Annuity mortality basis and interest rate used are shown on the Data Pages.

## **SEPARATE ACCOUNT**

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The Separate Account supports the operation of this Contract and certain other variable annuity contracts we may offer. We will not allocate assets to the Separate Account to support the operation of any contracts that are not variable annuities.

We own the assets in the Separate Account. These assets are held separately from our other assets and are not part of our general account.

The Separate Account is subject to Virginia laws that regulate the operations of insurance companies incorporated in Virginia. The investment policies of the Separate Account will not be changed without any required approval of the Virginia Insurance Commissioner.

### **Insulation of Assets**

The Separate Account assets equal the reserves and other Contract liabilities supported by the Separate Account. These assets will not be charged with liabilities arising from any other business we conduct. We have the right to transfer to our general account any assets of the Separate Account that are in excess of such reserves and other Contract liabilities.

### **Subaccounts**

The Separate Account consists of those Subaccounts shown on the Data Pages. The Separate Account's income, gains and losses, realized or unrealized, are credited to or charged against the Separate Account, without regard to the income, gains or losses of our general account or of any other separate account. Each Subaccount's income, gains and losses, realized or unrealized, are credited to or charged against such Subaccount, without regard to income, gains or losses of any other Subaccount.

Each Subaccount invests exclusively in shares of a corresponding Portfolio. Shares of a Portfolio are purchased and redeemed at their net asset value per share. Any amounts of income, dividends and gains distributed from the shares of a Portfolio are reinvested in additional shares of that Portfolio at its net asset value.

### **Changes to the Separate Account and Subaccounts**

Where permitted by applicable law, we reserve the right to:

- Create new separate accounts;
- Combine separate accounts, including the Separate Account;
- Transfer assets of the Separate Account to another separate account;
- Add new Subaccounts to or remove existing Subaccounts from the Separate Account or combine Subaccounts;
- Make Subaccounts (including new Subaccounts) available to such classes of contracts as we may determine;
- Add new Funds or Portfolios or remove existing Funds or Portfolios;
- Substitute new Portfolios for any existing Portfolio whose shares are no longer available for investment;
- Substitute new Portfolios for any existing Portfolio which we determine is no longer appropriate in light of the purposes of the Separate Account;
- Register or deregister the Separate Account under the Investment Company Act of 1940; and
- Operate the Separate Account under the direction of a committee or in any other form permitted by law.

Notwithstanding the foregoing, any transfer, removal, substitution or change shall be made with the prior approval of an appropriate Plan fiduciary, unless such action is dictated by an event outside of our control.

### **Valuation of Separate Account Assets**

We will value the assets of the Separate Account each Valuation Day at their fair market value. Accepted accounting practices and applicable laws and regulations apply.

### **Valuation Units**

Purchase Payments allocated to a Subaccount are converted into Valuation Units. The number of Valuation Units is determined by dividing the dollar amount allocated to each Subaccount by the value of the Valuation Unit for that Subaccount for the Valuation Day on which the Purchase Payment is invested in the Subaccount. Purchase Payments allocated to a Subaccount increase the number of Valuation Units of that Subaccount.

The events which will reduce the number of Valuation Units of a Subaccount are as follows: (i) withdrawals of Contract Value; (ii) payment of Surrender Value upon termination of the Contract; (iii) application of Contract Value to an Annuity; (iv) deduction of applicable Contract charges; (v) deduction of applicable premium taxes; and (vi) transfers between Subaccounts.

Valuation Units are canceled as of the end of the Valuation Period in which we receive notice of the above events.

## Valuation Unit Value

The value of a Valuation Unit for each Subaccount was arbitrarily set when the Subaccount began operations. Thereafter, the value of a Valuation Unit at the end of every Valuation Day is the value of the Valuation Unit at the end of the previous Valuation Day multiplied by the net investment factor, as described below. On any day that is a Valuation Day, the Contract Value in a Subaccount is determined by multiplying the number of Valuation Units in that Subaccount by the value of the Valuation Unit for that Subaccount.

## Net Investment Factor

The net investment factor is used to measure the investment performance of a Subaccount. The net investment factor for any Subaccount for any Valuation Period is determined by (a) divided by (b), minus (c), where:

- (a) is:
  - (i) the value of the assets in the Subaccount at the end of the preceding Valuation Period; plus
  - (ii) the investment income and capital gains, realized or unrealized, credited to those assets at the end of the Valuation Period for which the net investment factor is being determined; minus
  - (iii) the capital losses, realized or unrealized, charged against those assets during the Valuation Period; minus
  - (iv) any amount charged against the Separate Account for taxes. This includes any amount we set aside during the Valuation Period as a provision for taxes attributable to the operation or maintenance of the Separate Account;
- (b) is the value of the assets in the Subaccount at the end of the preceding Valuation Period; and
- (c) is the sum of (i) and (ii), where:
  - (i) is a daily factor adjusted for the number of days in the Valuation Period representing the asset charge deducted from the Subaccount; and
  - (ii) is a daily factor adjusted for the number of days in the Valuation Period representing the service charge, if applicable, deducted from the Subaccount.

The rates for these charges are shown on the Data Pages.

## Withdrawals

When you take a withdrawal from Contract Value, you may tell us how to deduct the withdrawal from the Subaccounts. If you do not, the withdrawal will be deducted from the Subaccounts on a prorata basis. A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a withdrawal. The Portfolio determines the amount of the redemption charge. The charge is retained by or paid to the Portfolio and not by or to us. The redemption charge may affect the number and value of Valuation Units withdrawn from the Subaccount that invests in that Portfolio and, therefore, may affect Contract Value.

## TRANSFERS

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A transfer may be made between the Subaccounts attributable to a Participant Account, and likewise between Subaccounts attributable to a Participant Withdrawal Account(s). When you establish a Participant Withdrawal Account, a transfer will be made from the Subaccounts attributable to a Participant Account to the Subaccounts attributable to the Participant Withdrawal Account. All other transfers between Subaccounts are prohibited. A transfer between Subaccounts involves redemption of assets from the current Subaccount and a purchase of assets of the new Subaccount. When we perform a transfer, the transfer will not affect the Contract Value on the date of the transfer.

There may only be one Subaccount available under this Contract. However, if there is more than one Subaccount available, you will be limited to the number of monetary transfers allowed among Subaccounts each calendar year. The number of monetary transfers allowed among Subaccounts each calendar year is [three]. If applicable, a request to transfer must be sent to us at our Administrative Office. This request must be in writing or in any form acceptable to us. We may further limit the number and frequency of transfers. We reserve the right to refuse to execute any transfer if any of the Subaccounts that would be affected by the transfer is unable to purchase or redeem shares of the Portfolio in which the Subaccount invests. The transfer will not affect the amount of the Guaranteed Lifetime Withdrawal Amount as of the date of the transfer.

We may restrict transfers. We may limit or modify transfer requests if we determine, in our sole opinion, that transfers made for one or more Participants would be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We may apply restrictions in any manner reasonably designed to prevent any transfer that is considered by us to be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We will not restrict transfers in a manner that would be unfairly discriminatory to the Plan or to Participants. Limitations or modifications that may be applied to transfers may include, but are not limited to:

- imposition of a transfer charge (the maximum amount of any transfer charge is shown on the Data Pages). The transfer charge may affect the number of Valuation Units transferred out of the Subaccount that invests in that Portfolio and, therefore, may affect Contract Value;
- the requirement of a minimum time period between transfers;
- not accepting a transfer request from a third party acting under authorization on behalf of more than one contract owner or Participant;
- limiting the maximum dollar amount of transfers made at any one time or for any given period;
- limiting the maximum number of transfers made in each calendar year or in any given period; or
- requiring that a written transfer request, signed by a contract owner, be provided to us.

To the extent permitted by applicable law, we may not accept or we may defer transfers at any time that we are unable to purchase or redeem shares of any of the Portfolios under the Separate Account. In accordance with applicable law, we may terminate the transfer feature under the Contract at any time.

A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a transfer. The Portfolio determines the amount of the redemption charge and the charge is retained by or paid to the Portfolio and not by or to us. The redemption charge will reduce the dollar amount transferred from the current Subaccount to the new Subaccount and will be treated as a withdrawal.

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## CONTRACT VALUATION

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On the date the initial Purchase Payment is received and accepted by us, Contract Value equals the initial Purchase Payment allocated to each Subaccount. Thereafter, the Contract Value allocated to each Subaccount at the end of each Valuation Period is (a) plus (b) plus (c) minus (d) minus (e) minus (f) minus (g) minus (h), where:

- (a) is the Contract Value allocated to the Subaccount at the end of the preceding Valuation Period, multiplied by the Subaccount's net investment factor for the current Valuation Period;
- (b) is Purchase Payments allocated to the Subaccount during the current Valuation Period;
- (c) is any amount transferred into the Subaccount during the current Valuation Period;
- (d) is any amount transferred out of the Subaccount during the current Valuation Period;
- (e) is any Contract and administration charges as described in the CHARGES section below, incurred during the current Valuation Period;
- (f) is any withdrawal made from the Subaccount during the current Valuation Period;
- (g) is any premium tax deductions; and
- (h) is Contract Value that has been applied to an Annuity.

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## CHARGES

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The following charges as shown on the Data Pages may be assessed:

**Administration Charge** – a charge for establishing and maintaining individual Participant records under the Contract.

**Contract Charge** – a charge for establishing and maintaining the Contract.

**Contract Termination Charge** – a charge assessed against Participant Account Value upon termination of the Contract.

The above charges are deducted prorata from the appropriate Subaccounts. The deduction will be treated as a withdrawal from Contract Value. The withdrawal will be allocated to each Participant Account and, except for the Contract termination charge, to each Participant Withdrawal Account. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the *Pre-Election Withdrawal* paragraph of the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision under the PRE-WITHDRAWAL START DATE PHASE section and the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the POST-WITHDRAWAL START DATE PHASE section, unless otherwise waived by us.

The following charge as shown on the Data Pages is deducted from each Subaccount, assessed on a daily basis and reduces the value of Valuation Units:

**Asset Charge** – a charge assessed for assuming our financial obligations under the Contract.

The following charge as shown on the Data Pages may be assessed. If assessed, the charge is deducted prorata from the Subaccount(s) attributable to a Participant Withdrawal Account. The charge is assessed on a daily basis, and reduces the value of appropriate Valuation Units:

**Service Charge** – a charge assessed for making individual payments.

### **Optional Payment of Charges**

You may request to pay any of the charges in this section directly to us rather than having the charges deducted as described herein. If charges are to be paid directly, we will notify you of the amount of a charge, as of the date the charge would otherwise have been withdrawn from the appropriate Subaccounts. If we do not receive payment of a charge within [30] days after the date of written notice, the charge will be withdrawn from the Subaccounts. The withdrawal will be allocated to each Participant Account and Participant Withdrawal Account, as applicable. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the *Pre-Election Withdrawal* paragraph of the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision under the PRE-WITHDRAWAL START DATE PHASE section and the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the POST-WITHDRAWAL START DATE PHASE section, unless otherwise waived by us.

**Transfer Charge** – We may make a charge for transfers as described in the TRANSFERS section.

### **Other Expense Withdrawals**

You may notify us in writing that a Plan expense is to be withdrawn from the Subaccounts. If so, the withdrawal will be allocated to each Participant Account and Participant Withdrawal Account. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the *Pre-Election Withdrawal* paragraph of the **Determining the Guaranteed Lifetime Withdrawal Amount Prior to a Withdrawal Start Date** provision under the PRE-WITHDRAWAL START DATE PHASE section and the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the POST-WITHDRAWAL START DATE PHASE section, unless otherwise waived by us.

### **Change in Charges**

We reserve the right to change the charges as shown on the Data Pages. We must send you advance written notice of such change at least [30] days before the change becomes effective.

## **GENERAL PROVISIONS**

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### **Assignment**

The Contract may not be sold, assigned, discounted or pledged to any person. It cannot be used as collateral for a loan. It cannot be used as security for the performance of an obligation. It cannot be alienated for any other purpose.

### **Certificate**

Upon your request, we will send you a Certificate or Annuity Certificate, as appropriate, for delivery to each Certificate Owner.

### **Contract Suspension**

We reserve the right to suspend the Contract if any of the following events occur:

- (1) non-compliance with any provision of this Contract;
- (2) the Plan is operated or amended in a manner that adversely affects us;
- (3) the Plan Sponsor appoints a recordkeeper that effectively prohibits the administration of this Contract; or
- (4) upon the happening of a Contract suspension event shown on the Data Pages.

We will provide you with written notice that one of these events has occurred. The notice will indicate that we intend to suspend the Contract within [60] days of mailing such notice. The suspension will not take effect if the cause is cured in a manner acceptable to us prior to the intended suspension date. Upon suspension of the Contract, Purchase Payments will not be accepted.

### **Contract Termination**

This Contract will terminate when all assets held under the Contract are distributed.

You may terminate the Contract at any time by providing written notice at least [180] days prior to the effective date of termination.

We reserve the right to terminate the Contract if any of the following events occur:

- (1) the Plan fails to qualify or is disqualified under the Code;
- (2) the Plan Sponsor discontinues business operations without arranging for continued administration of the Plan; or
- (3) upon the happening of a Contract termination event shown on the Data Pages.

We will provide you with written notice that one of these events has occurred. The notice will indicate that we intend to terminate the Contract within [180] days of mailing such notice. The termination will not take effect if the cause is cured in a manner acceptable to us prior to the intended termination date.



Upon termination of the Contract, we will pay the Surrender Value to you or to any trustee or investment provider named by you. In the absence of authorized instructions, we may use any legal procedure available to determine to which entity the Surrender Value will be paid. Any costs we incur with respect to such legal procedure shall be deducted from the Surrender Value before distribution.

If the Contract is terminated we will accept a direct rollover of Participant Withdrawal Account Values into an individual retirement annuity contract or group annuity contract we then offer.

We will accept a direct rollover of Participant Account Value into an individual retirement annuity contract we then offer, provided that the Participant is entitled to receive an eligible rollover distribution from the Plan.

### **Deferment of Payments**

We will make payment within seven days from the date we receive notice of withdrawal or Contract termination. We may defer these payments when:

- the New York Stock Exchange is closed other than customary weekend and holiday closings; or
- the Securities and Exchange Commission restricts trading on the New York Stock Exchange; or
- the Securities and Exchange Commission determines an emergency exists. Due to the emergency, disposal of securities or the determination of the values of net assets of the Separate Account is not reasonably practical.

We may defer the payment to a Certificate Owner if we reasonably believe that a competing demand for such payment has been or may be made.

We have the right to defer payment that is derived from any amount recently paid to us by check or draft. We will make payment when we are satisfied the check or draft has been paid by the bank on which it is drawn.

### **Entire Contract**

This Contract is a legal contract between you and us and no one else. It is the entire Contract. An agent cannot change this Contract. Any change to the Contract must be in writing and approved by us. Only an authorized officer can give our approval. This Contract will be construed according to the laws of the jurisdiction shown on the Data Pages.

We may amend the Contract when, in our opinion, it is necessary to protect us from any of the following: (i) adverse financial impact due to any modification of the Plan; (ii) adverse financial impact due to changes in the Plan administrative practices; (iii) changes in Plan investment options; and (iv) upon the happening of a Contract amendment event shown on the Data Pages. Any such amendment will take effect no earlier than [30] days from notification. We may also amend the Contract in response to the action of any (i) legislative; (ii) judicial; or (iii) regulatory body. Except as required by law, any such amendment will take effect no earlier than [30] days from notification.

### **Evidence of Death, Age, Marital Status or Survival**

We will require, to be received in our Administrative Office and in a form satisfactory to us, due proof of death, age, marital status or survival and any other required forms before we act on Contract provisions that require such documentation.

### **Income Tax Qualification**

This Contract is intended to qualify for tax treatment under Section 401(g) of the Code. An Annuity is intended to qualify for annuity tax treatment under Code Section 72. The Contract provisions will be interpreted with this intent. We reserve the right to amend this Contract as needed to maintain its tax status under the Code. We will send you a copy of any amendment.

### **Incontestability**

We will not contest this Contract after the Contract Date.

### **Information – Records**

We will need you to furnish all information that we may reasonably require for the administration of this Contract. This information will include, but is not limited to, any amendment or changes to the Plan, the Plan's trust, trustees or fiduciaries. We will not be liable for the fulfillment of any duty until we receive all requested information in a form acceptable to us.

### **Misstatement of Age or Participant Contract Value**

If any Participant, Annuitant, Joint Recipient, or Joint Annuitant's Age is misstated, any Contract benefits will be re-determined using the correct Age. If any overpayments have been made, future payments will be adjusted. Any underpayments will be paid in full.

If any Participant Contract Value is misstated, benefit payments will be re-determined using the correct timing and value. If any overpayments of charges have been collected, the overpayment will be paid in full. Any underpayments will be collected in full from the Contract Owner.

### **Nonparticipating**

This Contract is nonparticipating. It does not share in our profits or surplus. No dividends are payable.

### **Premium Tax**

Premium tax rates and rules vary by state and may change. We reserve the right to deduct any such tax from your benefits. Benefits include payments resulting from a withdrawal or an Annuity.

## **Restrictions and Limitations**

This Contract is issued in conjunction with the Plan named on the Data Pages. We will be under no obligation:

- (a) to determine whether any payment or distribution you request complies with the provisions, terms and conditions of the Plan or with applicable law; or
- (b) to administer the Plan, including, without limitation, any provisions required by the Retirement Equity Act of 1984.

## **Statement of Values**

At least once each year, we will send you a Contract statement. The statement will show the Contract Value, number of Valuation Units and the Valuation Unit value as of the end of the period. It will also include Purchase Payments made and charges deducted during the statement period.

## **Written Notice**

All written notices, including proof of death and any required forms, must be sent to our Administrative Office in a form satisfactory to us. All notices must include your name and the Contract number. We will not be responsible for any actions taken prior to our receipt of a valid change request. We will send correspondence relating to your Contract to your last known address.

**GROUP FLEXIBLE PREMIUM VARIABLE  
DEFERRED ANNUITY CONTRACT**

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**GENWORTH LIFE AND ANNUITY  
INSURANCE COMPANY**


# GROUP GUARANTEED LIFETIME WITHDRAWAL CERTIFICATE

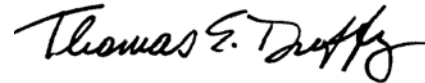
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**Please read your Certificate carefully.** This Certificate is a legal contract between the Certificate Owner ("you" or "your") and Genworth Life and Annuity Insurance Company (the "Company," "we," "us" or "our"). We agree to provide guaranteed lifetime withdrawals, subject to Certificate provisions.

**PARTICIPANT WITHDRAWAL ACCOUNT VALUE WILL DEPEND ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT. THE VALUE IN THE SEPARATE ACCOUNT MAY INCREASE OR DECREASE DAILY AND IS NOT GUARANTEED AS TO DOLLAR AMOUNT.**

For Genworth Life and Annuity Insurance Company,

  
[ PAMELA S. SCHUTZ]  
PRESIDENT

  
[ THOMAS E. DUFFY]  
SECRETARY

## GENWORTH LIFE AND ANNUITY INSURANCE COMPANY

GROUP GUARANTEED LIFETIME WITHDRAWAL CERTIFICATE  
ALLOCATED GUARANTEED RETIREMENT INCOME ANNUITY  
NONPARTICIPATING STOCK COMPANY  
CUSTOMER SERVICE TELEPHONE [(866) 360-4015]  
HOME OFFICE:  
[6610 WEST BROAD STREET, RICHMOND, VIRGINIA 23230]  
ADMINISTRATIVE OFFICE:  
[PO BOX 27601, RICHMOND, VIRGINIA 23286-8786]

## Data Pages

Group Contract Number: [0000000000]

Contract Owner: [ABC Corporation Pension Plan]

Plan Sponsor: [ABC Corporation]

Plan: [ABC Corporation Pension Plan]

Certificate Number: [1111111111]

Certificate Owner: [John Doe]  
Date of Birth: [March 29, 1944]  
Age: [66]

[Joint Recipient: John Doe]  
[Date of Birth: March 1, 1944]  
[Age: 66]

Withdrawal Start Date: [March 1, 2010]

Guaranteed Lifetime  
Withdrawal Factor: [5%]

Initial Unadjusted Guaranteed  
Lifetime Withdrawal Amount: [\$ X,XXX.XX]

Adjusted Guaranteed Lifetime  
Withdrawal Amount for the  
First Withdrawal Year: [\$ X,XXX.XX]  
First Withdrawal Year: [March 1, 2010 to March 28, 2010]

IF YOU HAVE A QUESTION, WOULD LIKE TO OBTAIN INFORMATION ABOUT THIS CERTIFICATE,  
OR NEED ASSISTANCE RESOLVING A COMPLAINT, PLEASE CALL OUR ADMINISTRATIVE OFFICE  
TOLL FREE AT [(866) 360-4015].

Certificate Number: [0000000000]

Separate Account: [Genworth Life & Annuity Group VA Separate Account 2]

Effective: [01/01/06]

Subaccounts

Are Invested In

[*GE Investments Funds, Inc.*]

[GEI Total Return Fund – Class 2]

[Total Return Fund – Class 2]

Asset Charge: [0.80% Annually (0.002201% Daily)]

Service Charge: [0.15% Annually (0.000411% Daily)]

Administration Charge: [\$0]

Contract Charge: [\$0]

Maximum Transfer Charge: [\$25]

Portfolio Redemption Charge: [Each Portfolio may impose a redemption charge which it retains.]

[ENDORSEMENT(S)/RIDER(S):

Form Number

Form XXXX

Title

Endorsement XXX

Effective Date

XX/XX/XXXX]

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Copies of any riders and endorsements follow page 14.

## DEFINITIONS

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**Administrative Office** – Our Administrative Office that is located at the address shown on the Certificate cover page.

**Age** – On any date, Age as of the last birthday.

**Alternate Payee** – An Alternate Payee under a qualified domestic relations order.

**Annuity** – Distributions to be made in the form of a series of payments as determined under the terms of this Certificate that are not made from a Participant Withdrawal Account.

**Beneficiary** – The person or entity entitled to receive any remaining Participant Withdrawal Account Value upon the death of the Certificate Owner and, if applicable, Joint Recipient.

**Certificate** – This group guaranteed lifetime withdrawal Certificate.

**Certificate Owner** – The person named on the Data Pages. “You” or “your” refers to the Certificate Owner. All ownership rights with respect to your Certificate shall belong to you or the Joint Recipient if any, as may be determined under the terms of this Certificate or through the operation of law.

**Code** – The Internal Revenue Code of 1986, as amended.

**Company** – Genworth Life and Annuity Insurance Company (also referred to as “we”, “us” or “our”).

**Contract** – The group flexible premium variable deferred annuity Contract with any attached riders, endorsements and certificate forms. The group Contract number is shown on the Data Pages.

**Contract Owner** – The Contract Owner shown on the Data Pages.



**Excess Withdrawal** – A Post-Election Withdrawal or portion thereof, that when added to all other Post-Election Withdrawals in a Withdrawal Year exceeds the Guaranteed Lifetime Withdrawal Amount.

**Fund** – Any open-end management investment company or unit investment trust in which the Separate Account invests.

**Guaranteed Lifetime Withdrawal Amount** – The total amount we guarantee that a Certificate Owner may withdraw from Participant Withdrawal Account Value in a Withdrawal Year without reducing the Guaranteed Lifetime Withdrawal Amount for later years.

**Guaranteed Lifetime Withdrawal Factor** – A factor as shown on the Data Pages used in the calculation of the Guaranteed Lifetime Withdrawal Amount.

**Joint Recipient** – The person named to succeed to the rights with respect to the Certificate Owner under this Certificate and who must be a Plan beneficiary.

**Participant** – A person who participates in the Plan including a Certificate Owner and anyone who derives an interest as an Alternate Payee or spousal Plan beneficiary.

**Participant Withdrawal Account** – The account from which Post-Election Withdrawals are taken.

**Participant Withdrawal Account Value** – As of any Valuation Day the value in a Participant Withdrawal Account.

**Plan** – The qualified plan shown on the Data Pages.

**Post-Election Withdrawal** – A gross amount withdrawn from a Participant Withdrawal Account pursuant to the Contract, before any reduction for taxes withheld, redemption fees, or any applicable premium taxes or transfer charges, made on your behalf on or after your Withdrawal Start Date.

**Portfolio** – A division of a Fund, the assets of which are separate from other Portfolios that may be available in the Fund. Each Portfolio has its own investment objective. Not all Portfolios may be available in all Plans.

**Premium** – An amount used to purchase an Annuity.

**Separate Account** – Our segregated asset account as shown on the Data Pages.

**Subaccount** – A Subaccount of the Separate Account, the assets of which are invested exclusively in a corresponding Portfolio.

**Valuation Day** – For each Subaccount, each day on which the New York Stock Exchange is open for regular trading, except for days that the Subaccount's corresponding Portfolio does not value its shares. Requests for transactions received on a Valuation Day will be considered to be received on that same Valuation Day or on the next Valuation Day, as determined in accordance with the following procedures. For each Subaccount on each Valuation Day, we process transaction orders for that Subaccount and submit the order to the Portfolio in which the Subaccount invests. In accordance with applicable regulations, each Portfolio establishes a cut-off time by which the Portfolio must receive an order for it to receive the Portfolio's next-calculated net asset value per share. This time is disclosed in each Portfolio's prospectus or declaration of trust and may change from time to time. We have established a cut-off time for each Subaccount by which we must have received a transaction order for it to receive the next-calculated unit value that is based on the next-calculated net asset value per share of the corresponding Portfolio. We set the Subaccount's cut-off time far enough in advance of the corresponding Portfolio's cut-off time to reasonably permit us to process transaction orders and submit the orders to the Portfolio by its cut-off times. There can be no assurance that we will be able to process orders in time for the orders to receive the next-calculated unit value based on the next-calculated net asset value per share of the corresponding Portfolio on every Valuation Day. We may change our cut-off times periodically. All requests for transactions that we receive for a Subaccount after the Subaccount's cut-off time in effect for a Valuation Day will be considered to be received on the next Valuation Day.

**Valuation Period** – A period that starts at the close of regular trading on the New York Stock Exchange on any Valuation Day and ends at the close of regular trading on the next succeeding Valuation Day.

**Valuation Unit** – A unit of measure used in calculating Participant Withdrawal Account Value.

**Withdrawal Start Date** – The Valuation Day on which you elected to begin Post-Election Withdrawals.

**Withdrawal Year** – The first Withdrawal Year is the period of time beginning on the Withdrawal Start Date and ending on the day prior to your next birthday. Subsequent Withdrawal Years are the one-year periods beginning on each birthday.

## **WITHDRAWAL TERMS AND CONDITIONS**

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### **Payment of Withdrawals**

Your Post-Election Withdrawals will be paid in a Withdrawal Year in monthly amounts equal to the Guaranteed Lifetime Withdrawal Amount divided by the number of months in a Withdrawal Year. If however, monthly payments result in Post-Election Withdrawals of less than [\$100], we reserve the right to change the payment schedule so that each payment is at least [\$100]. Other payment schedules may be available. If you take a Post-Election Withdrawal that is not made pursuant to a payment schedule, it must be at least [\$100].

If the Withdrawal Start Date is not your birthday, the Guaranteed Lifetime Withdrawal Amount for the first Withdrawal Year will be adjusted prorata. Your first Withdrawal Year and your adjusted Guaranteed Lifetime Withdrawal Amount for the first Withdrawal Year are shown on the Data Pages.

## **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date**

Your Guaranteed Lifetime Withdrawal Amount is recalculated for each Withdrawal Year on the first Valuation Day following the prior Withdrawal Year. On that date, such Guaranteed Lifetime Withdrawal Amount will be the greater of (a) and (b), where:

- (a) is the Guaranteed Lifetime Withdrawal Amount for the prior Withdrawal Year, adjusted for Excess Withdrawals, if any, during the prior Withdrawal Year; and
- (b) is the Participant Withdrawal Account Value multiplied by the Guaranteed Lifetime Withdrawal Factor.

## **Excess Withdrawals**

Whenever an Excess Withdrawal is taken, the Guaranteed Lifetime Withdrawal Amount is immediately reduced. The reduced Guaranteed Lifetime Withdrawal Amount is the Guaranteed Lifetime Withdrawal Amount prior to the Excess Withdrawal multiplied by: one minus the result of (a) divided by (b), where:

- (a) is the Excess Withdrawal amount; and
- (b) is the Participant Withdrawal Account Value immediately prior to processing the Excess Withdrawal.

## **Required Minimum Distributions**

If the required minimum distribution amount, attributable to the Participant Withdrawal Account, calculated for a calendar year ("RMD amount") exceeds the Guaranteed Lifetime Withdrawal Amount (disregarding the adjustment for the first Withdrawal Year) for the Withdrawal Year within which the calendar year begins ("current Withdrawal Year"), the excess, if distributed, will not be treated as an Excess Withdrawal for the current Withdrawal Year. If the RMD amount is not distributed in the current Withdrawal Year, the lesser of amount (a) or (b) if distributed, will not be treated as an Excess Withdrawal for the subsequent Withdrawal Year, where:

- (a) is the difference between the RMD amount and the sum of withdrawals made during the current Withdrawal Year; and
- (b) is the difference between the RMD amount and the unadjusted Guaranteed Lifetime Withdrawal Amount for the current Withdrawal Year.

## **Amounts Withdrawn Pursuant to a Qualified Domestic Relations Order**

Any amounts transferred to an Alternate Payee from a Participant Withdrawal Account pursuant to a qualified domestic relations order (QDRO) will be treated as a Pre-Election Withdrawal for purposes of determining your Guaranteed Lifetime Withdrawal Amount.

The Guaranteed Lifetime Withdrawal Factor in effect on the date of transfer will continue to apply.

## **Certificate Termination Due to Excess Withdrawals**

When Excess Withdrawals cause a Guaranteed Lifetime Withdrawal Amount to be less than [\$100], the Certificate will terminate and you may withdraw current Participant Withdrawal Account Value. On the date of Certificate termination, if the present value of the Guaranteed Lifetime Withdrawal Amount, calculated using the [Annuity 2000 Mortality Table] and an interest rate of [4%], is higher than the current Participant Withdrawal Account Value, we will pay that excess amount in a single sum.

## **Annuity Purchase Due to Minimal Participant Withdrawal Account Value**

When your current Participant Withdrawal Account Value is less than the Guaranteed Lifetime Withdrawal Amount, your remaining Participant Withdrawal Account Value will be applied as Premium to purchase an Annuity. The Annuity will be a life-contingent fixed Annuity with a guaranteed annual payment equal to the current Guaranteed Lifetime Withdrawal Amount.

If there is no Joint Recipient, the Annuity will be paid while you are living. If there is a Joint Recipient, the Annuity will be paid while either you or the Joint Recipient is living.

If you and the Joint Recipient die before the Premium amount has been received as Annuity payments, we will pay the difference between the Premium and the sum of the Annuity payments received to the designated Beneficiary.

## **Certificate Owner Death After a Withdrawal Start Date and Before the Purchase of an Annuity**

If after a Withdrawal Start Date and before the purchase of an Annuity a Joint Recipient survives the Certificate Owner, the Joint Recipient may continue to take Post-Election Withdrawals, as described in this Certificate. Upon the last death of the Certificate Owner and any Joint Recipient, the Guaranteed Lifetime Withdrawal Amount is reduced to zero. Participant Withdrawal Account Value is then available to the Beneficiary.

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## **SEPARATE ACCOUNT**

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The Separate Account supports the operation of the Contract and the Certificate.

### **Subaccounts**

The Separate Account consists of those Subaccounts shown on the Data Pages. Each Subaccount's income, gains and losses, realized or unrealized, are credited to or charged against such Subaccount, without regard to income, gains or losses of any other Subaccount.

Each Subaccount invests exclusively in shares of a corresponding Portfolio. Shares of a Portfolio are purchased and redeemed at their net asset value per share. Any amounts of income, dividends and gains distributed from the shares of a Portfolio are reinvested in additional shares of that Portfolio at its net asset value.

### **Valuation of Separate Account Assets**

We will value the assets of the Separate Account each Valuation Day at their fair market value. Accepted accounting practices and applicable laws and regulations apply.

### **Valuation Units**

Your initial Participant Withdrawal Account Value was converted into Valuation Units for each Subaccount as of the Valuation Day your Participant Withdrawal Account was established. The number of Valuation Units was determined by dividing the dollar amount allocated to each Subaccount by the value of the Valuation Unit for that Subaccount.

The events which will reduce the number of Valuation Units of a Subaccount are as follows: (i) withdrawals of Participant Withdrawal Account Value; (ii) application of Participant Withdrawal Account Value to an Annuity; (iii) deduction of applicable Contract charges; (iv) deduction of applicable premium taxes; and (v) transfers between Subaccounts.

Valuation Units are canceled as of the end of the Valuation Period in which we receive notice regarding items (i), (ii), (iii), (iv), and (v) above.

### **Valuation Unit Value**

The value of a Valuation Unit at the end of every Valuation Day is the value of the Valuation Unit at the end of the previous Valuation Day multiplied by the net investment factor, as described below. On any day that is a Valuation Day, the Participant Withdrawal Account Value in a Subaccount is determined by multiplying the number of Valuation Units in that Subaccount by the value of the Valuation Unit for that Subaccount.

### **Net Investment Factor**

The net investment factor is used to measure the investment performance of a Subaccount. The net investment factor for any Subaccount for any Valuation Period is determined by (a) divided by (b), minus (c), where:

- (a) is:
  - (i) the value of the assets in the Subaccount at the end of the preceding Valuation Period; plus
  - (ii) the investment income and capital gains, realized or unrealized, credited to those assets at the end of the Valuation Period for which the net investment factor is being determined; minus
  - (iii) the capital losses, realized or unrealized, charged against those assets during the Valuation Period; minus
  - (iv) any amount charged against the Separate Account for taxes. This includes any amount we set aside during the Valuation Period as a provision for taxes attributable to the operation or maintenance of the Separate Account;
- (b) is the value of the assets in the Subaccount at the end of the preceding Valuation Period; and
- (c) is the sum of (i) and (ii), where:
  - (i) is a daily factor adjusted for the number of days in the Valuation Period representing the asset charge deducted from the Subaccount; and
  - (ii) is a daily factor adjusted for the number of days in the Valuation Period representing the service charge, if applicable, deducted from the Subaccount.

The rates for these charges are shown on the Data Pages.

## Withdrawals

When a withdrawal is taken from Participant Withdrawal Account Value, you may direct how to deduct the withdrawal from the Subaccounts. If you do not, the withdrawal will be deducted from the Subaccounts on a prorata basis. A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a withdrawal. The Portfolio determines the amount of the redemption charge. The charge is retained by or paid to the Portfolio and not by or to us. The redemption charge may affect the number and value of Valuation Units withdrawn from the Subaccount that invests in that Portfolio and, therefore, may affect Participant Withdrawal Account Value.

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## TRANSFERS

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A transfer may be made between the Subaccounts attributable to a Participant Withdrawal Account(s). All other transfers between Subaccounts are prohibited. A transfer between Subaccounts involves redemption of assets from the current Subaccount and a purchase of assets of the new Subaccount. When we perform a transfer, the transfer will not affect Participant Withdrawal Account Value on the date of the transfer.

There may only be one Subaccount available under the Contract. However, if there is more than one Subaccount available, you will be limited to the number of monetary transfers allowed among Subaccounts each calendar year. The number of monetary transfers allowed among Subaccounts each calendar year is [three]. If applicable, a request to transfer must be sent to us at our Administrative Office. This request must be in writing or in any form acceptable to us. We may further limit the number and frequency of transfers. We reserve the right to refuse to execute any transfer if any of the Subaccounts that would be affected by the transfer is unable to purchase or redeem shares of the Portfolio in which the Subaccount invests. The transfer will not affect the amount of the Guaranteed Lifetime Withdrawal Amount as of the date of the transfer.

We may restrict transfers. We may limit or modify transfer requests if we determine, in our sole opinion, that transfers made for one or more Participants would be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We may apply restrictions in any manner reasonably designed to prevent any transfer that is considered by us to be harmful to the Separate Account, or any Subaccount, Fund or Portfolio, or would be to the disadvantage of other contract owners or Participants. We will not restrict transfers in a manner that would be unfairly discriminatory to the Plan or to Participants. Limitations or modifications that may be applied to transfers may include, but are not limited to:

- imposition of a transfer charge (the maximum amount of any transfer charge is shown on the Data Pages). The transfer charge may affect the number of Valuation Units transferred out of the Subaccount that invests in that Portfolio and, therefore, may affect Participant Withdrawal Account Value;
- the requirement of a minimum time period between transfers;
- not accepting a transfer request from a third party acting under authorization on behalf of more than one contract owner or Participant;
- limiting the maximum dollar amount of transfers made at any one time or for any given period;

- limiting the maximum number of transfers made in each calendar year or in any given period; or
- requiring that a written notice of a transfer request be provided to us.

To the extent permitted by applicable law, we may not accept or we may defer transfers at any time that we are unable to purchase or redeem shares of any of the Portfolios under the Separate Account. In accordance with applicable law, we may terminate the transfer feature under the Contract at any time.

A Portfolio may impose a redemption charge on Subaccount assets that are redeemed out of the Portfolio in connection with a transfer. The Portfolio determines the amount of the redemption charge and the charge is retained by or paid to the Portfolio and not by or to us. The redemption charge will reduce the dollar amount transferred from the current Subaccount to the new Subaccount and will be treated as a withdrawal.

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### PARTICIPANT WITHDRAWAL ACCOUNT VALUATION

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On the date the Participant Withdrawal Account is established, initial Participant Withdrawal Account Value equals the amount allocated to each Subaccount. Thereafter, Participant Withdrawal Account Value allocated to each Subaccount at the end of each Valuation Period is (a) minus (b) minus (c) minus (d) minus (e), where:

- (a) is the Participant Withdrawal Account Value allocated to the Subaccount at the end of the preceding Valuation Period, multiplied by the Subaccount's net investment factor for the current Valuation Period;
- (b) is any Contract charges and administration charges incurred during the current Valuation Period;
- (c) is any withdrawal made from the Subaccount during the current Valuation Period;
- (d) is any premium tax deductions; and
- (e) is Participant Withdrawal Account Value that has been applied to an Annuity.

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### CHARGES

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The following charges as shown on the Data Pages may be assessed:

**Administration Charge** – a charge for establishing and maintaining individual records under the Contract.

**Contract Charge** – a charge for establishing and maintaining the Contract.

The above charges are deducted prorata from the appropriate Subaccounts. The deduction will be treated as a withdrawal from Participant Withdrawal Account. The withdrawal will be allocated to each Participant Withdrawal Account. Each Guaranteed Lifetime Withdrawal Amount will be adjusted as described in the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the WITHDRAWAL TERMS AND CONDITIONS section, unless otherwise waived by us.

The following charges as shown on the Data Pages are deducted from each Subaccount, assessed on a daily basis and reduce the value of Valuation Units:

**Asset Charge** – a charge assessed for assuming our financial obligations under the Contract.

The following charge as shown on the Data Pages may be assessed. If assessed, the charge is deducted prorata from the Subaccount(s) attributable to a Participant Withdrawal Account. The charge is assessed on a daily basis, and reduces the value of appropriate Valuation Units:

**Service Charge** – a charge assessed for making individual payments.

### **Optional Payment of Charges**

The Contract Owner may request to pay any of the charges in this section directly to us rather than having the charges deducted as described herein. If we agree, the Contract Owner will pay the charges and to the extent that they are so paid we will not deduct them.

**Transfer Charge** – We may make a charge for transfers as described in the TRANSFERS section.

### **Other Expense Withdrawals**

The Contract Owner may notify us in writing that a Plan expense is to be withdrawn from the Subaccounts. Any withdrawal allocated to your Participant Withdrawal Account will adjust your Guaranteed Lifetime Withdrawal Amount as described in the **Calculation of Guaranteed Lifetime Withdrawal Amount After a Withdrawal Start Date** provision under the WITHDRAWAL TERMS AND CONDITIONS section, unless otherwise waived by us.

### **Change in Charges**

We reserve the right to change the charges as shown on the Data Pages. We must send the Contract Owner advance written notice of such change at least [30] days before the change becomes effective.

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## **GENERAL PROVISIONS**

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### **Assignment**

This Certificate may not be sold, assigned, discounted or pledged to any person. It cannot be used as collateral for a loan. It cannot be used as security for the performance of an obligation. It cannot be alienated for any other purpose.

### **Contract Termination**

Pursuant to the terms of the Contract, the Contract may be terminated. If the Contract is terminated we will accept a direct rollover of Participant Withdrawal Account Value into an individual retirement annuity contract we then offer. We will also accept a direct rollover of Participant Account Value into an individual retirement annuity contract we then offer, provided that the Participant is entitled to receive an eligible rollover distribution from the Plan.



## **Deferment of Payments**

We will make payment within seven days from the date we receive notice of withdrawal. We may defer these payments when:

- the New York Stock Exchange is closed other than customary weekend and holiday closings; or
- the Securities and Exchange Commission restricts trading on the New York Stock Exchange; or
- the Securities and Exchange Commission determines an emergency exists. Due to the emergency, disposal of securities or the determination of the values of net assets of the Separate Account is not reasonably practical.

We may defer the payment to you if we reasonably believe that a competing demand for such payment has been or may be made.

We have the right to defer payment that is derived from any amount recently paid to us by check or draft. We will make payment when we are satisfied the check or draft has been paid by the bank on which it is drawn.

## **Evidence of Death, Age, Marital Status or Survival**

We will require, to be received in our Administrative Office and in a form satisfactory to us, due proof of death, age, marital status or survival and any other required forms before we act on Certificate provisions that require such documentation.

## **Income Tax Qualification**

This Certificate is intended to qualify for tax treatment under Section 401(g) of the Code. An Annuity is intended to qualify for annuity tax treatment under Code Section 72. The Certificate provisions will be interpreted with this intent. We reserve the right to amend this Certificate as needed to maintain its tax status under the Code.

## **Incontestability**

We will not contest this Certificate after the Certificate Date.

## **Misstatement of Age or Participant Withdrawal Account Value**

If any Certificate Owner or Joint Recipient's Age is misstated, any Certificate benefits will be re-determined using the correct Age. If any overpayments have been made, future payments will be adjusted. Any underpayments will be paid in full.

If any Participant Withdrawal Account Value is misstated, benefits will be re-determined using the correct timing and value. If any overpayments of charges have been collected, the overpayment will be paid in full. Any underpayments of charges will be collected in full from the Certificate Owner.

## **Nonparticipating**

This Certificate is nonparticipating. It does not share in our profits or surplus. No dividends are payable.

**Premium Tax**

Premium tax rates and rules vary by state and may change. We reserve the right to deduct any such tax from your benefits. Benefits include payments resulting from a withdrawal or an Annuity.

**Restrictions and Limitations**

This Certificate is issued in conjunction with the Plan named on the Data Pages. We will be under no obligation:

- (a) to determine whether any payment or distribution you request complies with the provisions, terms and conditions of the Plan or with applicable law; or
- (b) to administer the Plan, including, without limitation, any provisions required by the Retirement Equity Act of 1984.

**Written Notice**

All written notices, including proof of death and any required forms, must be sent to our Administrative Office in a form satisfactory to us. All notices must include your name and the Certificate number. We will not be responsible for any actions taken prior to our receipt of a valid change request. We will send correspondence relating to your Certificate to your last known address.

**GROUP GUARANTEED LIFETIME WITHDRAWAL  
CERTIFICATE**

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**GENWORTH LIFE AND ANNUITY  
INSURANCE COMPANY**